Beaufort County Board of Commissioners
Monday, December 5, 2022 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 Consent**		5:40 PM
1.	Budget Amendment, Health Dept – James Madson, Health Director	**4**	
2.	Sheriff's Bond – Brian Alligood, County Manager	**6**	
3.	Surplus, Health Dept – James Madson, Health Director	**11**	
4.	Surplus, Public Works – Christina Smith, Public Works Director	**12**	
5.	Tax Office Refunds Over $100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	**15**	
6.	Late Application for Tax Relief – Lloyd Salter, Tax Assessor	**20**	
7.	Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board	**22**	
F)	**Swearing In of Re-Elected Commissioners – Judge Wayland Sermons**	**135**	5:45 PM
G)	**Election of Chairman and Vice-Chairman**		
1.	Election of Chairman – Katie Mosher, Clerk to the Board of Commissioners	**136**	5:50 PM
2.	Election of Vice-Chairman – Katie Mosher, Clerk to the Board of Commissioners	**138**	5:55 PM
H)	**Public Comments**	**139**	6:00 PM
I)	**Legislative Updates from Elected Officials**	**140**	6:05 PM
J)	**Items for Presentation**		
1.	Service Awards Presentation – Deloris Creasman, Human Resources	**141**	6:10 PM
2.	Resolution of Appreciation to Register of Deeds, Jennifer Whitehurst Brian Alligood, County Manager	**142**	6:15 PM
3.	Resolution of Appreciation to Sheriff Ernie Coleman – Brian Alligood, County Manager	**144**	6:20 PM
K)	**Item for Decision – Health Department**		
1.	FY 23 Document Imaging Conversion Purchase Request – James Madson, Health Director	**146**	6:25 PM
L)	**Item for Decision – Department of Social Services**		
1.	Position Reclassification – Melanie Corprew, DSS Director	**153**	6:30 PM
M)	**Item for Decision – Soil and Water**		
1.	Contract Award and Purchase Order, Watershed Restoration Project – Ann Williams and Nathaniel Woolard, Soil and Water	**159**	6:35 PM
2.	Contract Award, Project Budget Ordinance and Purchase Order – Ann Williams and Nathaniel Woolard, Soul and Water	**161**	6:40 PM
N)	**Item for Decision – Public Works**		
1.	Mega-Site Property Search Authorization – West Overman, Public Works	**184**	6:45 PM

O) Item for Discussion – Economic Development

1.	Economic Development Update – Brad Hufford, Economic Development Director	**188**	6:50 PM

BREAK ..... 7:00 PM

P) Item for Discussion and Decision – Finance Department

1.	Finance Report – Anita Radcliffe, Finance Officer	**189**	7:15 PM
2.	Copy Pro Copier/Printer Contract Renewal – Anita Radcliffe, Finance Officer	**190**	7:20 PM

Q) Items for Decision – Manager's Office

1.	Appointment to Fill Unexpired Term of Register of Deeds – Brian Alligood, County Manager	**196**	7:25 PM
2.	Establish Salary for New Register of Deeds – Brian Alligood, County Manager	**199**	7:35 PM
3.	Establish Salary for New Sheriff – Brian Alligood, County Manager	**215**	7:40 PM
4.	2023 Board of Commissioners Meeting Schedule – Katie Mosher, Clerk to the Board	**233**	7:45 PM
5.	Board/Committee Appointments – Katie Mosher, Clerk to the Board	**234**	7:50 PM

R) Item for Decision – Commissioner Frankie Waters

1.	Sidney Crossroads Speed Limit Request – Commissioner Waters	**235**	7:55 PM

S) Item for Decision – Commissioner John Rebholz

1.	Taskforce for Workforce Affordable Housing – Commissioner Rebholz	**239**	8:00 PM

T) Items for Discussion and Decision – Commissioner Hood Richardson

1.	Communications Among Commissioners, the Chairman, and the County Manager Commissioner Richardson	**240**	8:05 PM
2.	Jail Discussion – Commissioner Richardson	**241**	8:15 PM
3.	Vidant Emergency Room Report – Commissioner Richardson	**243**	8:20 PM
4.	Combating Drug Use in Beaufort County – Commissioner Richardson	**244**	8:25 PM
5.	Illegal Immigrants in Beaufort County – Commissioner Richardson	**245**	8:30 PM

U) Commissioner Comments **246** 8:35 PM

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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: 12/5/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department FY23 Budget Amendment

Summary of Information: Beaufort County Health Department is requesting to amend the FY 23 budget to reflect the following revenue and expenditures:

- $95,000 Rural Health Community Grant
- $17,685 Communicable Disease State Funding
- -$22,248 COVID ARPA School Funding

Submitter Recommendations/Motions: The Health Department staff recommend approving the budget amendment.

Attachments:
1. Health Department Budget Amendment #9

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 12/05/22**

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460000	Misc Health Grants Revenue	$95,000	
105110-544000	Health General Contract Services	$56,813	
105110-535100	Health General Maintenance Building	$10,982	
105110-569995	Health General Repay	$4,957	
105120-535100	Immunization Maintenance Building	$17,685	
100211-445100	Communicable Disease Revenue	$17,685	
100211-445190	COVID ARPA School Revenue		-$22,248
105160-526018	COVID ARPA		-$22,248
105161-519300	Behavioral Health Professional	$22,248	

Department Justification: Budget Amendment for Rural Health Community Grant, COVID ARPA, and Communicable Disease State Funding

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		11/14/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Sheriff's Bond

Summary of Information: NCGS 162-8 requires the Sheriff to furnish a bond payable to the State of North Carolina for the due execution and return of process, the payment of fees and moneys collected, and the faithful execution of his office as sheriff. The bond is further conditioned by additional language in NCGS 162-8.

The amount of the bond shall be determined by the Board of County Commissioners but shall not exceed twenty-five thousand dollars ($25,000). The bond has historically been $25,000.

The County Attorney has reviewed the bond for compliance with statutes.

Submitter Recommendations/Motions: Take and approve the official bond of the Sheriff, cause it to be registered, and deposit the original with the clerk of court for safekeeping in accordance with NCGS 162-9.

Attachments:
1. Sheriff Bond
2. NCGS 162-8
3. NCGS 162-9

Bond 018233581

PUBLIC OFFICIAL BOND - MUNICIPALITIES

KNOW ALL BY THESE PRESENTS, That we, Arnold Scott Hammonds of Washington, NC as Principal, and The Ohio Casualty Insurance Company a corporation organized and existing under and by virtue of the laws of the State of NH, and authorized to become sole surety on bonds in the State of North Carolina, as Surety, are held and firmly bound unto County of Beaufort in the penal sum of Twenty-five Thousand & 00/100 ($25,000.00) Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That WHEREAS, the above bounden Principal has been duly Elected to the office of Sheriff for a term beginning on the 1st day of December, 2022, and ending on the 1st day of December, 2026, or until his successor has duly qualified.

NOW, THEREFORE, If the said Principal shall well, truly and faithfully execute and perform the duties of said office required by all laws and ordinances of said County of Beaufort now in force, and shall well, truly and faithfully perform the duties of said office according to any law or ordinance that may be enacted subsequent to the execution of this bond

Public Official Bond - Sheriff

then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said Principal has hereunto signed his or her name and said Surety has hereunto caused its name and corporate seal to be affixed by its duly authorized officer this 22nd day of November, 2022.

Countersigned by:

N/A

Residing Agent, N/A

Arnold Scott Hammonds

Principal

The Ohio Casualty Insurance Company

By Elizabeth A. Hartzberg

Elizabeth A. Hartzberg Attorney-in-Fact

LMS-11179 10/99

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Elizabeth A. Hartzberg

all of the city of Pittsburgh, state of Pennsylvania each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of November, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Article 2.

Sheriff's Bond.

§ 162-8. Bond required.

The sheriff shall furnish a bond payable to the State of North Carolina for the due execution and return of process, the payment of fees and moneys collected, and the faithful execution of his office as sheriff, which shall be conditioned as follows:

The condition of the above obligation is such that, whereas the above bounden _____ is elected and appointed sheriff of _____ County; if therefore, he shall well and truly execute and due return make of all process and precepts to him directed, and pay and satisfy all fees and sums of money by him received or levied by virtue of any process into the proper office into which the same, by the tenor thereof, ought to be paid, or to the person to whom the same shall be due, his executors, administrators, attorneys, or agents; and in all other things well and truly and faithfully execute the said office of sheriff during his continuance therein, then above obligation to be void; otherwise to remain in full force and effect.

The amount of the bond shall be determined by the board of county commissioners, but shall not exceed twenty-five thousand dollars ($25,000). (1777, c. 118, s. 1, P.R.; 1823, c. 1223, P.R.; R.C., c. 105, s. 13; 1879, c. 109; Code, s. 2073; 1895, c. 270, ss. 1, 2; 1899, c. 54, s. 52; c. 207, s. 2; 1903, c. 12; Rev., s. 298; C.S., s. 3930; 1943, c. 543; 1983, c. 670, s. 4.)

§ 162-9. County commissioners to take and approve bonds.

The board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping. The bond shall be taken on the first Monday of December next after the election. (1806, c. 699, s. 2, P.R.; 1830, c. 5, s. 5; R.C., c. 105, s. 6; 1868, c. 20, s. 32; 1876-7, c. 276, s. 5; Code, ss. 2066, 2068; Rev., s. 2812; C.S., s. 3931; 1983, c. 670, s. 5.)

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department Surplus

Summary of Information: The health department is requesting to surplus the following items that have been replaced.

• WS1121	HP ProBook 450 G5	5CD8297YCC
• WS1122	HP Z240	2UA73229SQ
• WS1116	HP Pro Desk 400 G3	2UA6471GL7
• WS1115	HP Pro Desk 400 G3	2UA6471GLK
• Monitor	HP L1750	3CQ826QY34
• Monitor	HP LA171LG	3CQ002OHBB
• Scanner	Futjitsu Scanner	A0VBC46066
• Scanner	Fujitsu Scanner	A0VB104147

Submitter Recommendations/Motions: It is recommended to approve the surplus request.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Surplus - Public Works Department

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

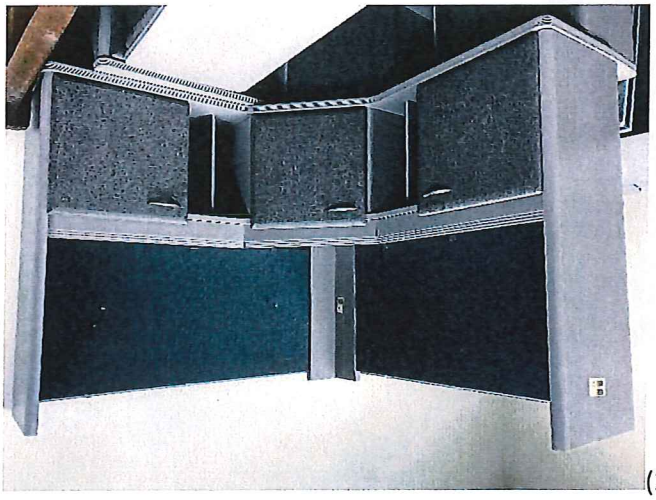
Item	**Reason:**
Modular Office Furniture *(1 Reception desk/counter, 2 upper cabinets, 1 table)*	No longer needed
6' Conference Table	No longer needed

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

Attachments:
1. Surplus Detail

(1) Modular reception desk/counter

(1) Modular reception desk/counter (continued)



(2) Modular upper cabinets

(1) Modular table

(1) 6' conference table

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Topic: Item for Consent

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

Agenda Title: Assessor's Refunds Over $100

Summary of Information: The Tax Department is requesting approval of the attached refunds over $100.00

Submitter Recommendations/Motions: Staff recommends approval of the attached refunds.

Attachments:
1. Assessor's Refunds Over $100 – NCVTS October
2. Assessor's Refunds Over $100 – 406A
3. Assessor's Refunds Over $100 – NCVTS Nov 1-22

Date run: 11/22/2022 1:10:57 PM

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	Refund
892302	GREENWOOD HELICOPTERS INC	PO BOX 280 WASHINGTON,NC 27889	Refund on Bill # 0000008206-2022-2022-0000-00	DPCADJ	10/26/2022 7:00:08 PM	435.28
898991	THOMAS D MITCHELL	109 NEWPORT CT CHOCOWINITY,NC 27817	Refund on Bill # 0000019640-2022-2022-0000-01	DPCADJ	11/15/2022 7:00:10 PM	323.10
Total						758.38

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North Carolina Vehicle Tax System

OCT VTS REFUNDS

NCVTS Pending Refund report

Report Date 11/22/2022 1:23:47 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
FUTRELL, ASHLEY BROWN JR	FUTRELL, ASHLEY BROWN JR		611 W MAIN ST	WASHINGTON, NC 27889	Refund Generated due to adjustment on Bill #0068736129-2022-2022-0000-00	Adjustment	10/07/2022	G01	Tax	($251.87)	$0.00	($251.87)
								C01	Tax	($233.74)	$0.00	($233.74)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$485.61
GRAY, ROBERT ALONZA	GRAY, ROBERT ALONZA		105 LANDON DR	WASHINGTON, NC 27889	Refund Generated due to proration on Bill #0048178157-2021-2021-0000-00	Other Errors	10/26/2022	G01	Tax	($105.56)	$0.00	($105.56)
								C01	Tax	($89.52)	$0.00	($89.52)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$195.08
KING, KATHERINE MARIAN	KING, KATHERINE MARIAN	KING, ANDREW BYRON	108 PASQUOTANK CT	CHOCOWINITY, NC 27817	Refund Generated due to proration on Bill #0067501727-2022-2022-0000-00	Vehicle Sold	10/24/2022	G01	Tax	($99.66)	$0.00	($99.66)
								C01	Tax	($92.48)	$0.00	($92.48)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$192.14
MITCHELL TRACTOR & EQUIPMENT CO	MITCHELL TRACTOR & EQUIPMENT CO		301 N BRIDGE ST	WASHINGTON, NC 27889	Refund Generated due to proration on Bill #0025310370-2021-2021-0000-00	Vehicle Sold	10/24/2022	G01	Tax	($83.58)	$0.00	($83.58)
								C01	Tax	($70.87)	$0.00	($70.87)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$154.45
PERRY, JIMMIE GLENN	PERRY, JIMMIE GLENN		5360 MARKET STREET EXT	WASHINGTON, NC 27889	Refund Generated due to adjustment on Bill #0068702368-2022-2022-0000-00	Over Assessment	10/03/2022	G01	Tax	($258.15)	$0.00	($258.15)
								F63	Tax	($16.94)	$0.00	($16.94)
								E02	Tax	($20.66)	$0.00	($20.66)
											Refund	$295.75
REAMES, MARK KEVIN	REAMES, MARK KEVIN		407 MOSS WAY	WASHINGTON, NC 27889	Refund Generated due to proration on Bill #0061763936-2021-2021-0000-00	Vehicle Sold	10/07/2022	G01	Tax	($57.37)	$0.00	($57.37)
								C01	Tax	($48.65)	$0.00	($48.65)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$106.02
											Refund Total	$1429.05

North Carolina Vehicle Tax System

November 1 - 22

NCVTS Pending Refund report

Report Date 11/23/2022 10:11:06 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Description	Refund Reason	Create Date	Tax Junsdiction	Levy Type	Change	Interest Change	Total Change
BEDSOLE, BILLY RAY	BEDSOLE, BILLY RAY	BEDSOLE, ALLISON TANKARD	411 ISABELLA AVE	WASHINGTON, NC 27889	Refund Generated due to adjustment on Bill #0068989058-2022-2022-0000	Situs error	11/09/2022	G01	Tax	$0.00	$0.00	$0.00
								C01	Tax	($406.78)	$0.00	($406.78)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
								C02	Tax	$203.39	$0.00	$203.39
											Refund	$208.39
CARROW, CAROLYN LEGGETT	CARROW, CAROLYN LEGGETT		283 DIAMOND C RD	WASHINGTON, NC 27889	Overpayment on Payment of SYSTEM on Bill # 0063754763-2021-2021-0000-00 of $370.15	Overpayment	11/06/2022	OVERPAYMENT		($370.15)	$0.00	($370.15)
											Refund	$370.15
COOPERS PAINTING INC	COOPERS PAINTING INC		851 E MAIN ST	BELHAVEN, NC 27810	Refund Generated due to proration on Bill #0030342561-2021-2021-	Vehicle Sold	11/22/2022	G01	Tax	($50.86)	($3.69)	($54.55)
								C05	Tax	($48.01)	($3.48)	($51.49)
											Refund	$106.04
HART, CHARLES MILTON	HART, CHARLES MILTON		171 DELTA DR	WASHINGTON, NC 27889	Refund Generated due to adjustment on Bill #0069280100-2022-2022-0000	Situs error	11/21/2022	G01	Tax	$0.00	$0.00	$0.00
								C01	Tax	($130.62)	$0.00	($130.62)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
								F63	Tax	$9.23	$0.00	$9.23
								E05	Tax	$7.88	$0.00	$7.88
											Refund	$118.51
JORDAN, JULIA MAE	JORDAN, JULIA MAE		10 CORNWALL TERRACE	HAMPTON, VA 23666	Refund Generated due to proration on Bill #0057684159-2022-2022-0000-00	Reg . Out of state	11/22/2022	G01	Tax	($136.94)	$0.00	($136.94)
								F63	Tax	($8.98)	$0.00	($8.98)
								E02	Tax	($10.96)	$0.00	($10.96)
											Refund	$156.88
MACHI, FRANK JOSEPH	MACHI, FRANK JOSEPH	MACHI, DIANA MARIE	470 FAWN TRL	TITUSVILLE, FL 32780	Refund Generated due to proration on Bill #0060480952-2021-2021-0000-00	Reg . Out of state	11/04/2022	G01	Tax	($94.36)	$0.00	($94.36)
								F60	Tax	($6.49)	$0.00	($6.49)
								E12	Tax	($7.55)	$0.00	($7.55)
											Refund	$108.40
MACHI, FRANK JOSEPH	MACHI, FRANK JOSEPH	MACHI, DIANA MARIE	470 FAWN TRL	TITUSVILLE, FL 32780	Refund Generated due to proration on Bill #0060481291-2021-2021-0000-00	Reg . Out of state	11/04/2022	G01	Tax	($234.76)	$0.00	($234.76)
								F60	Tax	($16.15)	$0.00	($16.15)
								E12	Tax	($18.78)	$0.00	($18.78)
											Refund	$269.69
											Refund Total	$1338.06

Date run: 11/23/2022 3:07:00 PM

TR-406 Pending Refund 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	Refund Amount ($)
889428	CURLEYGREENE	244 E 3RD STREETWASHINGTON27889	Refund on Bill # 0000026214-2022-2022-0000-01	DPCADJ	126.21
892302	GREENWOOD HELICOPTERS INC	PO BOX 280WASHINGTON27889	Refund on Bill # 0000008206-2022-2022-0000-00	DPCADJ	435.28
892612	FERNIETTAYLOR	609 E 6TH STWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000020269-2022-2022-0000-00 of	FPITTMAN	364.97
892918	CHRISTOPHERRYANWHITFORD	ESCROW PROCESSINGP. O. BOX 100285COLUMBIA29202	Overpayment on Payment of CHECK on Bill # 0009534377-2022-2022-0000-00 of	FPITTMAN	296.98
893885	WILLIAMBELLEGOR	ESCORW DEPT3101 WAKE FOREST RDRALEIGH27609	Overpayment on Payment of CHECK on Bill # 0000051697-2022-2022-0000-01 of	DPCMOR	204.82
894110	GEORGEAROBERSON	ESCORW DEPT3101 WAKE FOREST RDRALEIGH27609	Overpayment on Payment of CHECK on Bill # 0000031102-2022-2022-0000-01 of	DPCMOR	405.47
895240	CARROLLLEEALLMAN	PO BOX 81DEL MAR92014	Overpayment on Payment of CHECK on Bill # 0000048464-2022-2022-0000-00 of	DPCLBX	1,073.85
898601	ROBERTHBRAMLETT	ROBERT & GWENETH BRAMLETTPOB 6105CHICAGO60680	Overpayment on Payment of CHECK on Bill # 0000018530-2022-2022-0000-00 of	DPCLBX	107.41
898650	WILLIAMRILEYROBERSON	599 MILL ROADWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000051075-2022-2022-0000-00 of	DPCLBX	1,601.44
898720	JAMESERVINTHOMPSON	1476 HORSE PEN SWAMP RDWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0009545227-2022-2022-0000-00 of	WKINION	236.87
898991	THOMASDMITCHELL	109 NEWPORT CTCHOCOWINITY27817	Refund on Bill # 0000019640-2022-2022-0000-01	DPCADJ	323.10
899023	GOLDEN ARCH REALTY CORP	118 MARKET STREETNEW BERN28560	Refund on Bill # 0000001827-2019-2019-0000-00	DPCADJ	2,417.16
899024	GOLDEN ARCH REALTY CORP	118 MARKET STREETNEW BERN28560	Refund on Bill # 0000001827-2020-2020-0000-00	DPCADJ	2,417.16
899025	GOLDEN ARCH REALTY CORP	118 MARKET STREETNEW BERN28560	Refund on Bill # 0000001827-2021-2021-0000-00	DPCADJ	2,396.41
899372	2421 TABULA RASA LLC	3600 GLENWOOD AVE., SUITE 230RALEIGH27612	Overpayment on Payment of CHECK on Bill # 0009551328-2022-2022-0000-00 of	FPITTMAN	175.00
899491	RADCLIFFE MARINE INC	P O BOX 218BELHAVEN27810	Overpayment on Payment of CHECK on Bill # 0009548832-2022-2022-0000-00 of	DPCLBX	169.54
899709	FIRST CITIZENS BANK & TRUST COMPANY	PO BOX 29519RALEIGH27626	Overpayment on Payment of CHECK on Bill # 0000034640-2022-2022-0000-00 of	DPCLBX	419.27
899755	STANLEYRTONN	209 MAGNOLIA DRWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000048384-2022-2022-0000-00 of	DPCLBX	956.35
899828	RONALDALASSITER	6482 N HIGHLAND BLVDGRIFTON28530	Overpayment on Payment of CHECK on Bill # 0000039003-2022-2022-0000-00 of	DPCLBX	362.36
899828	RONALDALASSITER	6482 N HIGHLAND BLVDGRIFTON28530	Overpayment on Payment of CHECK on Bill # 0000039002-2022-2022-0000-00 of	DPCLBX	719.36
Total					

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Late Applications for Tax Relief

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

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

Attachments:
1. Late applications for tax relief for approval

2022 LATE FILINGS FOR EXEMPTIONS ***DECEMBER MEETING***

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
BRENDA WHITNEY	11/01/2022	YES	ELDERLY	128 LYN AVENUE
NAOMI CONNER	10/21/2022	YES	ELDERLY	614 EDWARD ST
VERONICA REGAN CARPENTER	11/01/2022	YES	DISABLED	80 SOUTH ROBIN LANE

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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 November 7, 2022, Board of Commissioners minutes as submitted by the Clerk to the Board.

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

Attachments:

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The Beaufort County Board of Commissioner met in regular session Monday, November 7, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

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

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

Chairman Waters welcomed everyone and called the meeting to order.

Vice Chairman Langley offered the invocation and Commissioner 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

Chairman Waters said before we get approval for the agenda Dr. Cheeseman has asked because they're having a board meeting right now, to hold him until after the break. He said Chief Deputy Rose has asked to pull item number three, and I make a motion that we pull the Chocowinity fraud update.

Commissioner Richardson said why would we want to pull that. He said there's debate on an issue like this.

Chairman Waters said well I asked the manager if there was any kind of an update, and he said no.

Commissioner Richardson said it's still no reason to pull this particular item because it involves fraud and possibly some of the County's money so why are you trying to make this go away.

Chairman Waters said we've talked about this for at least the last two meetings. He said do you have an update.

Commissioner Richardson said no, I don't have an update. He said I wanted an update from the Manager except you said he didn't have a report.

Motion: Chairman Waters motioned to pull the Chocowinity fraud investigation. Vice-Chairman Langley seconded.

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

Commissioner Rebholz
Commissioner Walker

Ms. Mosher said Chairman, could you also please pull the River East Workforce Development Board. She said the gentlemen that applied quit his job this morning so he's no longer available.

Chairman Waters said is that under consent.

Ms. Mosher said yes sir, number eight.

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

Service Awards Presentation

Ms. Deloris Creasman said we have three Beaufort County employees I'd like to acknowledge tonight for their service to Beaufort County. She said unfortunately they could not be here tonight. She said we have Brittany Joseph with the Health Department, she has 5 years in. She said Jewel Brown from Social Services, who has completed ten years of service and Dora Burgos with the Health Department, who has twenty years of service. She said we'd like to congratulate them.

Chairman Waters said thank you very much and would you express our appreciation to the three employees.

Supporting Operation Greenlight for Veterans

Mr. Brian Alligood said as you're aware, this coming Veterans Day the National Association of Counties and the National Association of County Veteran Services has invited all the counties to participate in what they're calling Operation Green Light, and that's to show support of our veteran's by lighting our buildings green from November 7th to November 13th. He said Jenny Haddock, our Veteran Services Officer, is here tonight and she's also brought a box of green lights. He said I think each of you have one at your desk and she has one for all of you in the audience who may want to take one home as well. He said so feel free to see her or grab one as you go out the door. He said the Association of County Commissioners has put this out, I know you all had some conversations about it. He said our maintenance staff has been putting green lights up across the County so you'll see some of our buildings lit up green and there's a resolution the Board might consider for adoption on page six, and we'll take your pleasure on that.

Motion: Commissioner Booth motioned to approve the resolution as presented. Commissioner Rebholz seconded. The vote was unanimous.

Chairman Waters said I'm going to do something at this time, I'm going to recognize all of the veterans that are in our midst tonight. He said if you would, please stand. He said thank you very much for your service.

Commissioner Walker said what were those dates again.

Mr. Alligood said it starts tonight and runs through the 13th. He said Mr. Chairman, if you want me to I'm certainly glad to read that resolution.

Chairman Waters said that's fine, go ahead.

Mr. Alligood then read the following:

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.

Public Comments

Ms. Loretta Younger said I have lots of hats in the community, I do a lot of different things and since my husband and I have been coming to or listening to the things that you all talk about, the things you decide upon, it amazes me all of the knowledge and things that you have to do to do your job. She said however, when I see signs out that are negative towards people running for offices I'm very discouraged because I was seriously considering running for somebody's seat up there but I don't want to now because I'm not an unkind person and it really bothers me to see negative things on signs, negative ads on tv and people should be able to run on what they're going to do for their community, not what somebody else has done or is doing.

Legislative Updates from Elected Officials

Rep. Keith Kidwell said very good things happening at the Washington/Warren airport. He said we had, as you well know, got $20 million for the expansion of the facilities, runways, lighting, computer systems and so on. He said that was kind of the old news. He said the new news, and good news, is that we have contracted with an organization called Xelevate to bring the drone industry into eastern North Carolina. He said it's not just drone manufacturing, it's going to be everything from the concept, the education, expanding our STEM center, working with the colleges across the state, literally. He said we've reached out to all of the community colleges here and the counties touching us, Elizabeth City State, we've contacted ECU, Duke, and all of them are going to be on board in helping to educate and work for the success of this project. He said the businesses we've contacted are excited. He said I invite all of you to join us on December 17th. He said we will have the first annual drone and air show. He said it's an all-day event at the airfield and this is going to display what's going to be happening at the airport. He said potentially we're looking at well over several hundred jobs within the next few years

for Beaufort County. He said these are not going to be minimum wage jobs. He said some of these we have young men in Virginia flying drones with a drone pilots license. He said I say young men, well, young people, 17, 18 and 19 years old, the men I spoke to, not a lot of women up there but the pilots I saw were a couple of guys. He said $100 to $300 per hour to pilot these drones for things like insurance and real estate, to inspect roof's, highways, pipelines, electrical systems, buildings, you name it. He said we'll be doing, as I said, the building, the test of concept, the application and the proof will all be done here. He said it turns out the boat manufacturers know this, but boat and drone manufacturing are very closely related in skills. He said so our current skill set that we have here is beneficial. He said all of the military bases that we have in NC already have pre-set air highways, if you will, that the FAA has designated. He said it goes directly across our airport so that allows us to fly drones or aircraft directly to any of the bases in North Carolina. He said you also have it to Washington, D.C., three bombing ranges and all, every company we've spoken with, and we're talking the likes of Northwood, Boeing, Dell, Fit Data, all of them are very excited about doing this. He said the FAA, NOA, DEA, FBI, they've all been down here. He said in fact we're working currently to get the Secretary of Transportation, Pete Buttigieg, to see if he can be down here on the 17th to join us in the celebration. He said we're going to have Congressman Greg Murphy, as well as some other dignitaries. He said I would like to see all of our Commissioners out there in support, as well as our area business owners. He said there are sponsorship opportunities to the large companies that are not form our area. He said they range in the $20,000 area. He said we've already had some sign up for that, sponsoring the drone day. He said there are local businesses that can sponsor, starting at $250, if anybody wants to join on that. He said if we could send that out through the County, I don't know if that would be appropriate to have these businesses join in and be part of this. He said the vision is to have drones on the 17th fly in King Chicken, Bill's Hot Dogs, Boss Hog, and all of these meals to the dignitaries at their respective station to show people how well drones do work. He said with that, we're talking about jobs, the best part about this gentleman, the cost to the taxpayers or the State of North Carolina for this drone project, not the expansion of the airport, that was already a done deal. He said this drone project cost to the taxpayers is zero dollars. He said I could go ahead and do a mic drop right now but I don't want to break your mic. He said I stand for any question now. He said oh, I did leave out one little detail, internet, it turns out they need internet, 5G, to fly drones. He said we are currently working with what was Suddenlink Optima to run a, I don't know all these technical terms so bear with me, a 100 strand 5G fiber from the north and south and go directly across the airport which means it will be open to service for people all throughout Beaufort County that are in proximity to that 5G system. He said that, potentially we're looking at less than 10 months to run across the airport. He said it will be a main internet beltway from Washington D.C. to Huntsville, A.L. He said now I stand for questions.

Chairman Waters said we will be there on the 17th.

Items for Consent

1. Budget Amendment, Public Health
2. Tax Department Refunds Over $100
3. Late Tax Relief Applications
4. Cooperative Extension Tractor Purchase
5. Surplus, Register of Deeds
6. Surplus, Sheriff's Office
7. Surplus, Sheriff's Office
8. Rivers East Workforce Development Board Appointment
9. Approval of Board of Commissioner Minutes

Chairman Waters said we're down to items for consent. He said Ms. Mosher has already asked us to pull #8, are there any others.

Commissioner Richardson said I'd like to pull number 4, number 6, and number 7 for more discussion.

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

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

Commissioner Deatherage
Commissioner Rebholz
Commissioner Walker

See Addendum 1

Facilities Capital Project Update

Ms. Christina Smith said as a reminder, starting in the fiscal year 2020, the Board of Commissioners allocated $575,000 each year to fund capital projects related to the county's buildings and facilities. She said these projects were selected based upon the study information provided by EMG a few years ago and also the pleasure of the Board. She said throughout the year the funds are entered into MUNIS and then are tracked by the individual projects that are listed in the budget book. She said currently the projects are at various stages of design procurement and completion. She said projects that have been successfully completed include the exterior window and storefront replacement at the courthouse, the installation of new HVAC controls at the Tideland building as well as the installation of door access and card readers at the downtown campus buildings. She said projects that are currently under contract and we're waiting for material delivery include the courthouse annex windows replacement projects. She said we currently have many projects that are in design and are close to being put out and advertised for bid. She said the largest would be the interior renovation of the courthouse and also the Oakland interior renovation. She said if you recall, and if you follow the timeline, fiscal year 2020, so what was going on at that exact same time, that was Covid, so looking back, Covid was in the middle of us completing all of these projects, designing all of these projects, supply chain issues with all of these projects, as well as cost increases. She said one of the decisions that was made specifically because of cost increases from the impact of Covid was dealing with all of our roof projects. She said when you look at the multi-year list the roof's jump out at you and if you recall many years ago the Board made the effort to go in and put money into all of our roofs, and sealing them before we do interior renovations but if you're looking at that total amount $575,000 per year and you add it up over the four years, a total of $641,000 has been allocated for roof replacement projects in the County buildings. She said we're just getting to the point now of going back and starting those projects because we had, the roof for this building was designed and costs impacts and things like that have hit so now we're just going back, based on the engineer's guidance, to complete the design for the other roof projects and put them out to bid. She said looking at all of these projects, and I'm not sure if you want me to list out individually what they are or just a summary, in 2020 we had the courthouse exterior renovation, as well as ADA improvements and immediate repairs. She said we've completed the majority of those projects. She said some of the ADA improvements that were listed in the EMG study, we haven't done it exactly as they suggested because it's just really tight when you're looking at our existing buildings in order to upgrade every single restroom in the courthouse to ADA standards. She said the 2021 capital projects included the courthouse exterior renovation, the courthouse interior, the Tideland HVAC controls, as well as the roof project and then last year's capital project included the Tideland outpatient roof, Oakland interior improvements, as well as the courthouse window replacement, card access and then some exterior repairs to the maintenance shop, as well as the Francisco building. She said the Francisco building and the maintenance shop, we were waiting to put those out to bid while we were waiting to get the final numbers for the courthouse so that we have enough funds for that. She said then, of course, we have the projects that were included in this year's capital budget, which we have not started on completing those projects. She said right now we're waiting to wrap up other projects. She said so when I'm looking at the total amount of all these projects that are outstanding and the projects that have been completed, based upon a dollar amount we're looking at about a 35% expended and complete. She said if you factor in the, well excuse me, the interior of the courthouse, that bumps us up to almost 50% and once all of the roofs are complete that's up around 75%. She said again, these projects are time consuming and we're working to get those completed. She said that's the update that I have and of course I'll be happy to answer any questions that you have. She said I wish I could stand here and tell you that they're all completed but we all know the past four years have been a little extraordinary.

Chairman Waters said do you have a list that you could email to us.

Ms. Smith said absolutely.

Commissioner Walker said if you get things finished how about taking a picture and sharing them at the next meeting. He said some of these things are hard, I'm not going to go up on a roof, but you will go up on a roof and look at it.

Ms. Smith said I've been on every roof of the County buildings.

Commissioner Walker said so just take a picture and we're all good.
Ms. Smith said I certainly will.

Chairman Waters said do you have your drone license. He said it sounds like we're getting a drone.

Ms. Smith said no sir but if we can get a drone pilot in the county I have use for drones. She said in surveying the county buildings, exactly for that, roof inspections but I have one other thing. She said one of the uses in public works is inspecting elevated storage tanks of water. She said instead of sending climbers up to the top of the tanks frequently they go and do the grid fly around of the tanks.

Vice-Chairman Langley said it cuts down on risk.

Ms. Smith said yes sir.

Purchase Order Approval

Chairman Waters said have you got a guest with you tonight.

Chief Deputy Rose said kind of, he's got a couple of things he helped me get on the agenda, so I asked him to help me with the last couple of tasks before I was finished with them. He said if there's any questions that you have that I don't know maybe he'll know the answers to them. He said I'm not, I wasn't in here when things were getting pulled and arranged from the agenda.

Chairman Waters said we pulled the vehicle purchase.

Chief Deputy Rose said if I can on that, just to give you a little bit of a heads up of what we were thinking, Chrysler was very up and down on whether they were going to have a Charger line this year. He said whether it was for supply chain issues or chip shortages and things like that so the first vehicles that came on-line for order were the Durango's. He said at that time those were the only things we knew we could get our hands on this year. He said so that was why the order was done the way it was. He said instead of ten we could only get eight of those but last week on Tuesday the order bank came out for the Chargers and for our fleet it makes more sense to be Charger heavy than it would be to be SUV heavy, so we've decided to pull that. He said we're in the process now of getting the price list to upgrade for the equipment and we're looking at right now, at a price point of $36,000 instead of the $41,500 and we could get nine vehicles instead of the eight, which would put us in a better spot. He said so that's where we are and the reason I pulled that agenda item for the vehicles.

Chairman Waters said the first item that we have here is the communication recording system for the console interface server.

Chief Deputy Rose said that one, also, if I can, have that tabled for next month. He said there's a two-part process for that. He said one is the Carolina Recording piece that you have purchase orders for and then there's, the other piece of it is mainly the software that goes with it that we need to get at least one more, maybe two more purchase orders for it and then I think we need a budget amendment done in the meantime for that to go so they will be ready for next month's meeting. He said I didn't have enough time to get it ready for this one.

Chairman Waters said okay, how about the Motorola Solution for Viper and VHF.

Chief Deputy Rose said we're all good to go on that. He said that was approved and discussed in the budget discussions. He said consolettes and the things that go with that, that's pretty much a fancy term for saying radio, so our communication system, pretty much when it comes down to the nuts and bolts of it is one person talking on the radio to other people on a radio so the consolette's that are in our 911 center communications office are the radio bank that is for the communications center. He said there's a schedule that is put out through ABCO-NINA and through the 911 Board and things like that, that help fund those issues that say how you need to be replacing the radios and certain components on a certain schedule. He said last year was the year it was time for us to re-up with the consoles, or the consolettes. He said the only thing we have added, in addition to what we had before, was the ability to scan in and listen to and be able to communicate with the Washington Police Department and fire department through Viper, which we haven't had before. He said also, part of the discussions that I've had with this Board is the ability to do text to 911 and these consolettes that we're putting there would put us in a more favorable spot to get as many of the features of that text to 911 that we would want, instead of the

rudimentary, you can text but we're not able to pick up your location or the account information and things like that that we would want to have. He said we're ready to go with that purchase, the vendors are ready. He said it fits two, if not three of the purchase exceptions that we have. He said it's a sole source, it's a state contract and it fits with the other pieces that we already have, so for continuity of operations as well. He said if anybody has any questions I'll try my best to field those.

Commissioner Richardson said I have some questions. He said we're going to get eight radios for, in this purchase order, eight handhelds.

Chief Deputy Rose said no, these aren't handhelds.

Commissioner Richardson said what are these.

Chief Deputy Rose said the consolettes are the big, stacked console rack radios that would go in like a computer rack. He said these aren't handheld radios, these would be the sort of more beefy radio consoles that you would have that the telecommunicators operate off of.

Commissioner Richardson said these are going in a building.

Chief Deputy Rose said yes, these are going in the 911 communication center.

Commissioner Richardson said they're going to be communicating with who and what.

Chief Deputy Rose said the 911 center and communications for the Sheriff speaks to every first responder agency that works in Beaufort County so all fire, all EMS, all law including local, state, and federal, if they are in the area. He said so this is everything and anything that has to do with any emergency services communications in Beaufort County.

Commissioner Richardson said I thought our Vipers could already do that.

Chief Deputy Rose said yeah but this is the replacement, the radio replacement for the consoles that we have of the radios.

Commissioner Richardson said we're replacing obsolete equipment.

Chief Deputy Rose said correct.

Commissioner Richardson said where is the equipment that is there going to go.

Chief Deputy Rose said at that point it's surplussed. He said we wipe it and then we surplus it.

Commissioner Richardson said I noticed that there's $53,000 in here for the consolettes, the all brand consolettes, $39,000 and then there's another $14,000 for an all brand consolette.

Chief Deputy Rose said if you could point out, all band consolette, yeah, there is, you get the one big price and then you get the breakdown of each one so you've got, each one will have a breakdown of what the console or consolette is and what it covers. He said if it has more, each one of these radios, if you were to buy them retail, would have capabilities on the number of channels and things that they have. He said in essence they're computers nowadays.

Commissioner Richardson said it's a package deal.

Chief Deputy Rose said it's a package deal but you're also looking at the difference so if you have the question of why would one be 9875, and one 1388 it's going to be evolving around the pieces of information each equipment is going to be carrying on that, who we're going to be talking to and where.

Commissioner Richardson said this is expandable into how many units.

Chief Deputy Rose said I have no idea. He said I don't understand the meaning of the question.

Commissioner Richardson said if we wanted to add more units to this can we expand this.

Chief Deputy Rose said yes, for more money of course, but yes.

Commissioner Rebholz said each one is a stand-alone unit.
Commissioner Richardson said there's only one.

Commissioner Walker said on the mobile radios that are Viper capable, do they have GPS location.

Chief Deputy Rose said yes.

Commissioner Walker said so if a deputy has a handheld and is somewhere we can't find him you'd be able to track him.

Chief Deputy Rose said yes, we have the capability for GPS on our digital camera systems in our vehicles, so we can know where the car is, and then associated with the radio in our car we have the capability to, if you see a deputy in full uniform most of them have a radio that's not connected into anything, it's all wireless through Bluetooth but through that device there's GPS. He said also, through our body camera's they have, which that's really the big hitter on that, that will actually give you an officer down page where if a, it will pick up how I'm standing and if I'm on the floor for a period of time, almost like firefighters have on their rigs, then a signal will go out that there's probably something wrong.

Commissioner Booth said this is already budgeted isn't it.

Chief Deputy Rose said correct.

Commissioner Richardson said what is the delivery on this.

Chief Deputy Rose said I wish I could tell you that. He said the best guesses we're getting for anything that we're ordering and getting purchases orders on is within 30 to 60 days at best and 60 to 90 days is the worst that anybody's giving. He said but I would also venture a guess that, just in experience, the way things go now is that anything we're ordering right now we're going to be fortunate to get finished and completed before the end of June.

Chairman Waters said that bad.

Chief Deputy Rose said I would almost say that's becoming the new normal. He said that's why we're trying to do everything that we can, especially on the big-ticket items, that we're completely finished with our part and we're waiting on the first part of the year for delivery on the next part.

Commissioner Booth said when is this contract up.

Chief Deputy Rose said for what.

Commissioner Booth said you said you've got a long waiting period, was there a contract.

Chief Deputy Rose said well the contract is under the purchasing agreement, so you get, you look at your stuff, you get a bid sheet, we request information for a purchase order and then as soon as the purchase order is approved, which is what we're asking for today, that's when the check is signed.

Commissioner Booth said the reason I ask is you've got such a delay in getting your shipment in, why did you wait until now to order it. He said that's where I was headed.

Chief Deputy Rose said it's been a; it's been interesting as far as timing goes in the last handful of months. He said I think any time that you're at a Sheriff's Office and months going into a transition where things are going to be different and quite frankly, as a command group, including the Sheriff himself, we decided to put off things that we thought we could put off because the new sheriff may decide to go in a different direction. He said this was not one of those things we decided we were doing; it was just also one of those things that took a couple of attempts to bring all of the pieces together. He said I don't like to bring anything before this group, as Commissioners, until it's really completed on our end, and it's really been a challenge to get those things done the last couple of months.

Commissioner Booth said the only problem, and I'm going to vote for it, but the problem I have is we don't know what's going to happen. He said if we'd ordered it three months ago or six months ago you'd have these supplies in and make sure everything's working good. He said that's my only concern and like I told you, when your budget comes in I'm voting for it.

Chief Deputy rose said it's also a concern to me, always has been. He said there's certain things that are sort of out of our control on the timing of that. He said with the companies that we're dealing with and the equipment that we're dealing with, I know a lot of people have bad things to say about Motorola but right now, in worldwide communications there's not a better piece of equipment that you can by and when it comes to me, my point of emphasis on it is when the men and women of the Sheriff's Office push the button to talk I want someone to be able to hear it, and when they let go I want them to be able to hear someone on the other end and that's Motorola right now. He said if wasn't I'd say it but Motorola right now.

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

See Addendum 2

Surplus/Retire – Sheriff's Office

Commissioner Richardson said the reason I brought this up is for concern, let me find the page, I think this should be announced, I think the public should know this and that's the reason I bring this up. He said giving one Springfield Armory 9MM pistol and one gold Sheriff's badge to the retiring sheriff, is that correct.

Chief Deputy Rose said correct.

Commissioner Richardson said then the Commissioners are giving one gold Lieutenant badge and one Smith and Wesson 9MM to the retiring Lieutenant, Vanlandingham, is that correct.

Chief Deputy Rose said yes sir.

Commissioner Richardson said I think these are important events when someone retires and we're giving a pistol and a badge the public should know about it.

Motion: Commissioner Booth motioned to approve the surplus as presented. Commissioner Walker seconded. The vote was unanimous.

Surplus – Sheriff's Office

Commissioner Richardson said this is just for discussion. He said I'm observing that we're talking about surplussing Dodge Chargers while we're buying more Dodge Chargers and I will bring this up every time something comes up about car replacements because I think that we are turning these cars loose with too few miles on them. He said we can get more miles out of them. He said precision manufacturing, the way things are done with metallurgy and the manufacturing process today, they will last, and you can get more miles on them and if we're not getting the miles on them then we need to look at why we're not getting the miles on them. He said so I bring this up in light of what was just discussed where we're surplussing one Dodge Charger with 159,000 miles on it and we're buying nine new ones when we just bought what, eight.

Chief Deputy Rose said no sir.

Commissioner Richardson said how long ago did we buy.

Chief Deputy Rose said it's been, the last vehicles that we got in that you called minivans and that's been probably a good calendar year since they've been bought and a good six to nine months since they've been on the road.

Commissioner Richardson said yeah, what I'm saying is we're having a lot of cars delivered, a lot of cars going through the Sheriff's Department and we're not getting our money's worth out of them. He said we need to bring this up and talk about this during the budget. He said the Commissioners need to come up with a policy of you can't surplus a car until it has so many miles on it unless you bring something in that justifies that.

Commissioner Rebholz said there is, we can do this at the budget meeting but there's software out there that will manage your fleet and tell you when to replace vehicles because it's more than just mileage. He said it's age, resale value and the

price of the new vehicles that you're replacing them with so there's a lot more to it than just mileage. He said I would suggest maybe at the budget meeting we see about investing in that.
Commissioner Booth said the thing about what Commissioner Richardson doesn't understand is he sees just $159,000 on these cars but that's actual miles but some of these cars are sitting idling for hours at a time like if they're out looking for a child or investigating a murder those cars are sitting there running so that's another thing you need to take into consideration. He said because under the hood it's saying low mileage but there's a lot of hours on the motor of the vehicle.

Vice-Chairman Langley said another thing I want to add to this is these cars are not driven like your cars in your yard. He said these cars take some serious abuse; I mean they do a lot of driving in high stress situations. He said when you can get out of these things you need to walk away from them and that's really and truly what you should focus on. He said it's not like the Chargers where you go out to the Dodge place and you buy and you keep it and drive it for 159,000 miles. He said oh no, that's not the same. He said these vehicles have been pushed therefore if you've got them where you can get something back out of them it's time to let them go.

Commissioner Richardson said let me make one more statement. He said I don't disagree with anything that these Commissioners have said but what I am saying is we are not applying any management theory to replacing these cars and we need to be doing that. He said we need more and better management, it will save us a lot of money.

Chief Deputy Rose said I agree that the Board has not played an active part in the vehicle replacement schedule but there is strategy and there is a plan involved. He said every year the discussions are had between me and County staff and for years, it's probably been going on eight or nine years now we've been trying to get to a point where there is actually an on paper schedule and plan where you can see there won't be any spikes of money when it comes time to budget and we haven't been able to get that through and I want to say that those conversations have really been about the County fleet and not just the vehicle in the fleet of the Sheriff's Office. He said I will speak on the fleet that we have at the Sheriff's Office we spend a lot of our time on trying to maintain and keep the fleet in as high of a quality state as we can and that's not just mechanically or the engine and transmission is sound, that's making sure the look is right. He said we spend a lot of time on the cosmetic looks because the vehicle goes along with the deputy and is a huge part of the command that a deputy brings when the go to the scene and whether that's a psychological myth or not we know for a fact that is a piece of the puzzle. He said if you don't look right when you get up to the scene then people aren't going to give you as much credence than if you do look the part. He said when we show up in a sharp vehicle with a deputy in a sharp uniform then even if the first thing out of their mouth is wrong they're going to get the first 30 or 45 seconds of people attention when they get there and then we work on the training part to make sure what we do and what we say is right as well. He said a lot of time and a lot of energy and money is spent to make sure every piece of the puzzle of being a deputy sheriff in Beaufort County is filled and we take pride, and we take that as part of our craft and work. He said I agree with everything that the Commissioner said about our fleet and to hit on the point you made, Commissioner Booth, it's almost like we need to be looking at our machines like they look at boats or heavy equipment. He said it's almost like they need to be looked at as hours and not miles. He said the amount of electronics and components that we have in the vehicles, because that's one of the big reasons we can't cut the car off is we have all these computers and programs running and it would drain the battery and drain the power on it where if it's an emergency situation that we had to get out of the car might not start. He said so there are plenty of times and situations where somebody who doesn't quite know the deal sees the car and the deputy is not in it but the car is running the reason for that is the car is running and you know it's running but if you cut it off you might not know if you can cut it on again and the higher those miles get and the more age gets on the car the less reliable it's going to be which makes it even more so that we've got to turn those cars over in our fleet. He said but I appreciate you giving me the opportunity to say that.

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

Chief Deputy Rose said I'd like one more minute. He said I wanted to take the opportunity, while I had it, to say thank you to the Board, all the members of the Board. He said I've been able to talk to a few of you individually and I'll try to hit everybody up and I also wanted to take the opportunity to thank the County staff who I deal with most, so Ms. Mosher, Mr. Francisco, Mr. Alligood and Ms. Radcliffe. He said it's been an honor and a privilege. He said I don't know what's going to happen moving forward. He said I plan on staying at the Sheriff's Office, but I don't know in what capacity, that's going to be completely up to the new Sheriff coming in. He said we've got a good product here in Beaufort County and it's something to be proud of and I just wanted to take the opportunity while I had it to say thank you and to say thank you to the folks that are going to be watching this. He said we have; our goal is to be one of the best Sheriff's Office in the

State and I think we are. He said the men and women that work every day, they come to work, and they do their job and they do it well and it's something to be proud of. He said I know during politics and during runs and campaigns there are things that get said for pure political reasons and it's hard to stay out of that fray if you're a Deputy Sheriff and they do a good job of working through that and I'm proud of all of them. He said once again, thank you all for the opportunity and we'll see what happens. He said we're in good shape and I think we're going to be in good shape moving into December and going into next year. He said there's going to be more tussles and trials and tribulations, but I say that about government in general. He said for the people who are at home, and they're expecting their government to work and work well I would be more worried about a government that gets along and never argues and doesn't argue publicly. He said I'd be more afraid of the corruption and the things that go along with it if it seems like everybody is friendly and friends all of the time so that's really all I have.

Chairman Waters said thank you very much Chief Deputy Rose and Deputy Cox, thank you for your service. He said are you on the job now with Craven County.

Mr. Cox said yes sir, I started last Wednesday. He said I'm under their special operations bureau so I'm kind of doing what I was doing here in Beaufort and doing their Crime Stoppers program, so I'll still be on WITN, just new look, same guy. He said I'll miss you all and hopefully I'll be back some year but at the time it felt like the best move for me. He said I echo everything the Chief Deputy said.

Chairman Waters said can you give us a ticket in Beaufort County.

Mr. Cox said no.

Chief Deputy Rose said he wouldn't have given you a ticket in Beaufort County.

Chairman Waters said thank both of you for your service.

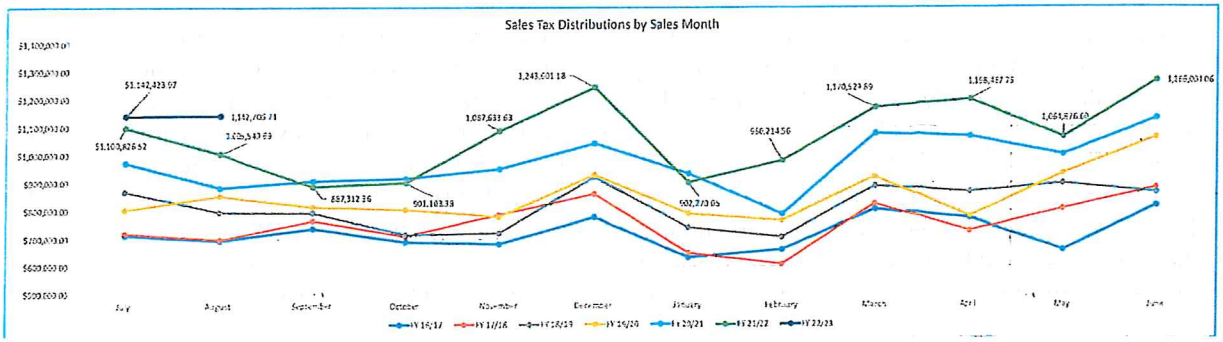
Finance Report

Ms. Anita Radcliffe said I'm going to put Chief Deputy on notice because he's got me a little verklempt right here before my presentation, but I'll do my best. She said we'd like to give you an update on the sales tax distributions. She said remember we're three months behind so the funds we'll be receiving this November are for the August sales and you have your hand out there.

Sales Tax Distributions

Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	$ 1,142,423.97	3.8%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	1,142,706.74	13.6%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36		-100.0%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38		-100.0%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63		-100.0%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18		-100.0%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36	902,270.05		-100.0%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57	980,214.56		-100.0%
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18	1,170,529.89		-100.0%
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64	1,198,487.75		-100.0%
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88	1,064,876.60		-100.0%
June	815,681.04	880,628.58	863,478.38	1,062,286.33	1,130,859.40	1,266,004.06		-100.0%
Totals	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 11,658,894.32	$ 12,808,400.67	$ 2,285,130.71	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94	$ 1,139,506.35		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%	9.8%		

Budgeted Sales Tax Revenue	
$ 12,586,519.00	FY 22/23 Budgeted
$ 13,710,784.26	12 month's Annualized
$ 1,124,265.26	Current Surplus



Ms. Radcliffe said we will be receiving $1,142,000, which is almost exactly what we received last month and that is up 13.6% from what we received for the same month last year so when we got that news from the Association on the numbers I was a little surprised by that because if you look at the graph, historically we would expect a little slip down for the August sales, compared to last month, but like I said, almost exactly the same distribution there. She said so sales tax remains high, really robust sales here and I really don't know when that's going to change. She said I just don't know but we'll continue to ride that wave as long as we can, obviously. She said I want to draw your attention to the small box in the top right-hand corner. She said this is where we show the two distributions that we have received for this fiscal year. She said we annualize that number, assuming if we receive that same average amount for the next ten months, for a total of twelve months. He said that number comes out to be $13.7 million. She said we budgeted $12.586 million so we're running at a current surplus of $1.1 million and I say that to say I want to start telling you early on, it's November, if this continues we will owe the schools more money for restricted sales tax for capital if it continues. She said now if they slide, if those tax numbers go down we will not but we'll continue to monitor this, we'll look at it every month. She said speaking of which, the sales tax has had much debate the last couple of months. She said I did want to follow-up and put a bow on top because the auditor has responded back to Commissioner Richardson, and I noticed that he didn't have it under his agenda items, and I wanted to share the information with the full Board.

Commissioner Richardson said the auditor has not responded to me as she promised.

Ms. Radcliffe said I have an email here dated Friday, October 28th that was sent to Commissioner Richardson in response, concerning the sales tax question that he had. She then read the following:

"*Commissioner Richardson, sorry it took me awhile to get back with you, but I wanted to gather enough information from prior years to be able to show you the trends over the past five years. Please review the attached spreadsheet. You will notice for 2018 through 2021 the Calculation for the required sales tax to be used for school capital exceeded the amounts paid to the schools for capital contributions and debt payments however in fiscal year 2022 the sales tax distributions increased more than anticipated, especially in the last few months of the year. Couple that with the debt payments going down as the loans are getting closer to maturity, and with revenue going up and expenditures going down it is creating a situation where more funds are restricted for schools for capital purposes. We have reviewed Anita's calculations and have provided our own calculations for you to see for the prior four years, in addition to the current year. She has calculated this as required by the standards and has recorded it correctly as restricted fund balance as of June 30, 2022. When this money is paid out in fiscal year 22/23 it will come out of this restricted fund balance reserve. I have verified this calculation is correct and is presented correctly in the County records. I hope this clarifies your question. Thanks, Brandy Turnmill, CPA for Thompson, Price, and Adams.*".

Ms. Radcliffe said that's all I have for my finance presentation.

Cooperative Extension Tractor Purchase

Commissioner Richardson said I pulled this for a reason. He said I don't have that in front of me right now, but we started off with something like a $60,000 budget appropriation. He said now, all of a sudden we're up to something like $140,000 and private money has been raised to go with the public money and this is a farm tractor and we're in the farming business planting crops for people. He said on and on this thing goes it becomes a bigger disaster the longer this goes on. He said I think at the next meeting that we need to have the soil people back in here, or NCC, if they're here tonight they need to come up and explain to us why we're in the farming business and why we've gone from $64,000 up to like $140,000 or $150,000.

Mr. Rod Gurganus said the tractor, as I came to you and asked you for a replacement of the tractor I had for $64,000 as we stated in the budget, we got that money. He said as I stated that night I had $10,000 more dollars that was going to go along with that. He said now the tractor that we replaced is very small and it was not going to do all of the things that we wanted it to do, especially given the opportunity that the University gave me to match some of that money so that I could purchase a larger tractor that would be, that would cover everything we wanted to do. He said running that planter, the sprayer, everything that we have we can now run with one tractor. He said with the $64,000 that you appropriated and the $10,000 that was raised through Tri-County Telephone Foundation and then the donations through the University, with another researcher, by the way, so this will be a continually shared piece of equipment that extends the investment to do even more work that's going on here in the County and that's why the number that you mentioned that has elevated because we

originally didn't know how to go about purchasing this tractor. He said it made sense for us to purchase a tractor from one entity instead of two. He said in other words, the University could send money to John Deer and pay for their part, the County could send their part but who owns the tractor and who's in control of scheduling maintenance and things of that nature. He said it made sense then, and the University agreed to send, for them to send their money here to us. He said in talking with the County Manager and the Finance Officer we learned that was acceptable for them to do. He said the County would then pay the total amount for the tractor, the University would reimburse their share of it and then there's some tax money in there too that we get back so the total cost of the tractor won't be the $140,000, we will get some of that back, maybe $10,000, or so. He said does that explain it.

Commissioner Richardson said not really because we started off with a small project and we wound up with a big project of doing something we shouldn't have been doing to begin with and now we've doubled what we're supposed to be doing so now we're doing two times what we're supposed to be doing and I understand this tractor is used in several different counties.

Mr. Gurganus said yes, it can go, as I explained at the budget and the meeting before when we discussed this, we will take this piece of equipment, as we perform or put on this large field day and yes, we have historically taken what equipment we have and go over to another county and implement the field day. He said the trials, the things we put in, the demonstration plots, that's not unusual to do so we've done that for some time.

Commissioner Richardson said I still seriously question whether Beaufort County should be in the farming business or not.

Mr. Gurganus said we're not in the farming business. He said as I explained, again, that night, it's been taken out of context. He said the work that we do with this piece of equipment is designed to implement, and what you have spoken about on other platforms, the variety trials and hybrid trials that we do. He said we put those in to give every company a chance to put their hybrids or their genetics, let's say it that way, into a neutral situation to see who's yields the best to look at the different traits of the genetics that are offered. He said when a company like Pioneer or Decal or others that do the same thing it's not really the same thing. He said what they're doing is showcasing their own genetics. He said they put their 7, 8 or 10 hybrids out there on a corn plot, for instance. He said then they harvest that data, and they send a nice little publication out to the growers highlighting all of the different aspects that they are marketing. He said what makes ours different from what the company does is we are in place and our whole drive and our whole effort, as far as the University goes, is to provide the growers with research based, unbiased information only. He said I'm not trying to sell them anything. He said I'm trying to give them the best information they can get so that they can make a solid decision about what genetics they're going to plant on their farm the next year. He said it's a big difference. He said we also take that further with the way we implement that trial is done so we can statistically analyze that data to a higher level to ascertain what differences truly are in place and what may be connected or caused by some other variable that is not controlled. He said these experiments are highly controlled, planted with the same planter, same day, same fertilizer, everything is treated the same, so everything is on the same playing field and that is drastically different than what the companies provide to the growers. He said so they're trying to market their products, we're just trying to give some information so growers, a 30-bushel difference, I harvested my corn trial not long ago and I had probably a 30-bushel difference from the highest yields to the lowest yields. He said you take those 30 bushels, and grower takes that information and choses correctly he's made 30 bushels over what he would've had done had he chosen the lesser yielding variety. He said a 100-acre farmer, a 30-bushel difference at $7.00 per bushel, that's $21,000 on 100 acres difference in profit that grower is going to make. He said you scale that up to 500 acres, you're looking at $105,000. He said a lot of our growers are growing thousands of acres of corn. He said we were the #2 producer last year, #2 producer in corn and soybeans. He said 60,000 acres of soybeans, 47,000 in corn. He said you multiply those numbers out, it's many millions of dollars and that's what we bring to the table with the work that we're doing. He said it's not the only work we do but this is a part of what we do with this equipment and it's very regional in scope as we have growers who are farmers in other counties and there are other county's that have growers coming into our area and farming and so this information is distributed quite roundly.

Commissioner Booth said first of all I want to thank you that you didn't come up and ask for the other $64,000. He said the other part I want you to thank the people who made the donation so the County wouldn't have to do it and even if we did have to do it, agriculture is one of the largest taxpayers in this County and I think it's money well spent and I'm appreciative that you had the ability to raise the other funds to get the complete operation that you needed.

Mr. Gurganus said thank you, it does take a lot of money to do what we're doing but again, a small investment when you're looking at $120 million, I think in 2021 is what our crops sold for in this county, those dollars turn over again and again in Beaufort County so supporting these farmers, helping them to be as productive as they can be is a good thing for all of us.

Commissioner Walker said I've seen this in action, I'm a very big fan. He said I'm telling everybody they ought to go check this out because this really is something. He said I will not stand in the way of agriculture so I'm voting for this, but I have one question, I guess you're going to salvage or sell the other tractor.

Mr. Gurganus said yeah, at one time we talked about surplussing it and there was some interest from another county. He said we've got to iron that out but right now we've done nothing with the old tractor, it's still in place.

Commissioner Walker said you'll have time.

Chairman Waters said I think the reason the University is behind it and gave the money is the fact that it's used in four counties. He said they look at the Blackland's Farm Manager group as being the leading group in the State of North Carolina. He said the other thing is that when you buy something like this, on a business, in the business you look at it on a 20-year AM or a 25 year Am and at a 20 year it's a cost of $7,000 a year. He said who's our largest taxpayer, what do they do, what do they produce.

Mr. Gurganus said soybeans, corn, wheat, cotton, tobacco.

Motion: Chairman Waters motioned to approve the purchase order as presented. Commissioner Walker seconded.

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

Appointment to Fill Unexpired Term for Register of Deeds

Mr. Alligood said as you will recall on September 7th Jennifer Whitehurst announced that she would retire from her position as the County Register of Deeds, effective December 31, 2022. He said as you also know her term runs until November 30, 2024, so this is causing a mid-term vacancy in the office. He said you have a copy of G.S. 161-5, which addresses how the Board of Commissioners is to fill that vacancy. He said at a regular meeting on October 3rd the Board unanimously voted to notify the Beaufort County Republican Party and begin the 30-day period. He said there's a 30-day total period in which you have to notify them and give them the opportunity to make a recommendation. He said a notice was emailed the next day, the next morning and acknowledged by the party on the same day. He said the Beaufort County Republican Party Executive Committee held a special election on October 11th to determine the recommended appointee to fill the unexpired term and we received notice of that appointee on October 12th. He said attached you have a copy of the notification from the Beaufort County Republican Party that Carolyn Garris was selected as the recommended appointee to fill the unexpired term of the Register of Deeds so in accordance with North Carolina General Statute 161-5, it is our recommendation that you appoint the nominee of the Republican Party, Carolyn Garris, to fill the unexpired term of Jennifer Whitehurst, Beaufort County Register of Deeds, effective January 1, 2023. He said you have the attachments, included with this is G.S. 161-5, and the notification from the Beaufort County Republican Party for their appointee. He said I'll be glad to answer any questions you have but this is pretty much your decision.

Chairman Waters said I'll entertain a motion to accept the recommendation.

Motion: Commissioner Rebholz motioned to accept Carolyn L. Garris as the Beaufort County Republic Party's nominee for Beaufort County Register of Deeds. Chairman Waters seconded.

Commissioner Richardson said I have some concerns about this particular appointment. He said for one thing there's been a misinterpretation of the general statute. He said the general statute, I'll read my statement and then comment. He then read the following:

"General Statute 161-5 applies to this appointment. I take no issue with the filling of any partisan seat by a like 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."

He said I'll comment to that, and that is to install a competent person who can do the job that we have confidence in. He then continued reading:

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".

He said it says consult, not notify, not take the recommendation of it says consult. He then continued reading:

"Therefore, there is opportunity for commissioners to not violate our fiduciary responsibility. Further the word consult would not have been used. Instead, the word notify would have been used if this were an absolute you have to take the first person put up.

I recommend that we not accept the apparent nominee of the party by vote. Further, that we by another vote request that the executive committee send us another candidate who is qualified."

Commissioner Richardson said one of the things I need to say with this, people will tell me, lawyers lining up to tell me that I don't have a choice but to vote for this. He said if I was elected to public office and I'm told that I have no choice but to vote for something, that's my first clue that there is something terribly wrong. He said no law, no legislature can require any individual to march in lockstep and violate his judgment and what he thinks is right and I refuse to be put in that position because I know the people in Beaufort County elected me to make sure that they have a confident, qualified Register of Deeds and any other position in the County as far as that goes. He said so to mandate that you have to put the first one that's up is a problem. He said several years ago we did have a problem in Beaufort County where a person was put into the position of Register of Deeds and I'm not sure, I don't know the details, but they came out rather quickly when a sheriff went in and arrested them because they weren't qualified in a lot of different ways. He said that is simple proof that I'm not required to do what I'm told, and this candidate is not qualified, in my opinion, for a variety of reasons, not just for one, for a variety of reasons and I want this Board to consider how to go about getting someone in this position that we can rely on and depend on and that doesn't have some ethical issues. He said I'll define one of those ethical issues because I may not get a chance to say it again. He said the ethical issue is when Ms. Whitehurst made known to the party chairman that she was retiring at the end of the year the party chairman, and I was in the executive meeting, went to the executive meeting with that job in her pocket without telling the executive committee, who would be making the decision, she held that until she had lined it up for herself. He said then she sprung it by email on the executive committee so there's serious problems here and with the people understanding what reliability is and what ethics are and so I hope we can find a way to resolve this problem tonight.

Commissioner Deatherage said I see it slightly different than Commissioner Richardson, I don't want to cast an aspersion against Ms. Garris. He said I will say this, I am a member of the GOP Executive Committee. He said I thought it lacked some transparency in getting notifications out to all republicans in Beaufort County to find out who was the most qualified for the job. He said I would like, and Ms. Garris might be the perfect person, but I think we have time and I think we should take that time and to express to all the republicans in Beaufort County. He said I mentioned this in the last executive meeting where she was elected, I'm not just coming out with this now and I've said it to the Board, we need to slow this down. He said the way I read the general statute is its 30 days. He said it's 30 days after the vacancy we have to do something and the notification is done, we're cool, everything is golden there however, after having said all that we do have time. He said they've rushed this through and now we're following suit in rushing this through. He said I'm just

saying slow this thing down, let's get some transparency out there and let's send a notification to all republicans in Beaufort County. He said I have a lot of constituents angry about this and I'd like to put this to bed on a happy note. He said if you force me to vote for this tonight I'm going to abstain. He said I'm not going to vote against it, I'm not going to vote for it, but I would like to slow this down. He said I would like for you guys to think what can we do to slow this down. He said amend the motion to showcase that if at all possible.

Commissioner Richardson said if nobody else has anything I'd like to follow up.

Commissioner Rebholz said I do. He said I think it's always convenient when you read the law and you leave out half of it. He said I think it's also important to note that the consult part of this is just one piece of it. He said the other piece of it is it says "after consulting with the county executive committee then the county commissioners shall appoint the person the executive committee nominates. He said I think it's also interesting that we've gotten a letter today from the chief counsel for the North Carolina Republican Party, of which all this is taking place under that group, that expressly says our duty is to accept the nominee from the executive committee and appoint that person so I don't know what more expertise you could have than that. He said your definition of someone's capabilities and expertise are something that's just between your two ears and whether it agrees with anybody else makes no difference to you.

Commissioner Richardson said well the word consult is important in there because if we had no choice the word consult would not be in there. He said consult is a two-way street, I'm going to consult with you, I want to hear what you have to say and you're going to hear what I have to say, and we're going to go back and forth and come to a reasonable agreement before it's over with. He said that's why the word consult is in there, to make sure we get the best appointee that we can get to the position. He said Commissioner Deatherage is correct in that we actually have until January to make a final decision. He said not by any stretch do I want to wait that long but time is not on our back with this thing. He said we are still entirely inside the law, and I would make a motion that we table this issue while we send it back for another candidate.

Motion: Commissioner Richardson motioned to table this issue and send it back for another candidate.

Commissioner Rebholz said I think that once we've notified them that the 30-day clock has started ticking then we're done.

Commissioner Richardson said no.

Commissioner Rebholz said you give the 30 days and then that's it.

Commissioner Richardson said no, no, no, no, no.

Commissioner Rebholz said you keep saying no but you don't know.

Commissioner Richardson said read the statute.

Commissioner Rebholz said I have.

Commissioner Richardson said I read; I understand English.

Chairman Waters said gentlemen, you've got one more time.

Commissioner Deatherage said my opinion on this is very simple, I agree that there's a consultation process and I think we're still in that right now and I think there's a "you shall" process but that process has a time factor and right now we're rushing and forgetting the time factor. He said now there's going to come a point where it's going to be you shall do this and at that point I'll vote and maybe it is Ms. Garris and that will be fine but that will be, in my opinion, best when we experience a longer time of consultation. He said that's the way I see it. He said I'm just a Commissioner, I'm not a lawyer. He said I understand the "shall", I understand the consult and I understand the time and I think there's a way we can work this out in there with the time factor and I think we could all be satisfied. He said I would like to second Commissioner Richardson's table. He said you have a motion on the floor, it's your pleasure.

Chairman Waters said I'm getting ready to comment. He said are you finished. He said I think the public deserves to know exactly the process. He said the release went out and it was published in the Washington Daily News on the 28th and in the release it stated where you could apply, which was the NCGOP website. He said we had a meeting, we had 25 executive committee members there. He said there were no nominations from the floor, none, zero and we had two candidates, and

we had an observer from another county to observe and we went through the process and the person selected by the Republican Executive Committee was Carolyn Garris and as Commissioners it's our responsibility to accept that from the Republican Executive Committee. He said if it was coming from the democratic party I think this group would accept that. He said it's not our choice. He said the Register of Deeds is an elected position, is it not. He said the people vote so, I mean, it's been done, and we have a recommendation, and we also have a table so is there anything else.

Commissioner Booth said I understand wholeheartedly, I've been here for 20 years, and I understand the difference in shall and may. He said this did say shall and I'm going to vote with the recommendation that was sent to me but I'm also going to vote with some reservations because the things that I hear in the community, I can't control, I wasn't there, I'm not a republican, I'm a democrat but if the things that I hear in the street were true and it was a democrat I wouldn't vote but I wasn't there and I don't know what happened. He said the only thing I hear is and I've been told and all of his. He said I also promised when I took this position is that I would uphold the law and the law firmly states that we shall and I'm one of the products that came here on we shall and at the time that I came I consulted with both parties. He said I knew I had his vote (Vice-Chairman Langley); I knew point blank I had his. He said I knew I had Dr. Cayton's vote, but I had to talk to Earl Tetterton, Chris Cayton, Hood Richardson, and the thing about it is Commissioner Richardson lied to me, he wasn't going to vote for me and then got up and said I knew you had it. He said but I'm saying I don't know what happened, that's something you all are going to have to decide but I'm going to respect the law.

Vice-Chairman Langley said you know, I'm not sure exactly what the infight is within the republican party and my thoughts are this, the word "shall" is a binding word, there's nothing you can do about it. He said but, on the same token I don't have a problem with waiting until the December meeting to vote. He said it doesn't faze me at all, I don't think it will make a whole lot of difference because I really feel some stuff needs to be cleaned up and when push comes to shove, our December meeting, whoever it is December 5th, I'm voting in the affirmative but I'm just saying let's clean up all the mess, let's polish it up and in December let's just do what's required. He said that's all I'm asking. He said I think that's the best way and I'm really offended, and Ms. Younger said it best, it's time for us to stop being so ugly. He said this is just unreal. He said in 2000 when I first became a Commissioner it was not this way. He said how in the world have we gotten to this place where we are right now. He said our whole Country is based on whether you're blue or whether you're red. He said we don't even care about whether somebody is a good person or a bad person we just go into attack mode and it's time for us to change. He said it is time for us to change and I'm done.

Commissioner Walker said I was at the executive meeting, I'm not on the Board but I sat and just watched. He said each candidate had three minutes and I could make no decision from either candidate. He said they both seem like very nice people so tonight we were given this which says there's going to be lawsuits all over the place if we don't do what we're supposed to do and I guess the best quote is from Commissioner Richardson, which is why are we here if, are we even, we let it just happen and really all we do is set the salary and that's our job but if it makes things cool down and gets things to a better even keel in December let's put it off a month and then maybe there will be some other information because I was just given this tonight. He said that's the way I feel about it.

Chairman Waters said I think the thing you need to remember is the Commissioners have no jurisdiction over the executive committee.

Commissioner Walker said if they turn the same name back in then I'll vote for it.

Vice-Chairman Langley said that's the bottom line.

Commissioner Deatherage said but at least you're putting the onus on the executive, the Beaufort County GOP Executive Committee to do their part in the consultation. He said we are playing our part in the role of consultation. He said we are saying please, make it more transparent, please put it back out there, put it back up, make it open, do it again, then bring it to us.

Chairman Waters said you talk about transparency, you brag about your website having 300,000 hits.

Commissioner Deatherage said I've never said that.

Chairman Waters said yes you did. He said you had 300,000 hits.

Commissioner Deatherage said 360,000 views per week. He said that's a lot different.

Chairman Waters said you said you got the information the same time as the Washington Daily News, and you put it out there then.

Commissioner Deatherage said I didn't get an advertisement to put it up and when it was going to be put up. He said I never got that.

Chairman Waters said if you go back to the last meeting you said that you got it before it was, or at the same time as the Washington Daily News. He said you talk about transparency; the transparency was there as it went through the party. He said you guys are just upset that your nominee didn't win, that's it in a nutshell.

Commissioner Deatherage said it's not about my person or anybody else's person. He said there might be six other people who come forward, who knows, it's not going to be my nominee.

Chairman Waters said it was advertised and the executive committee knew it and it and there were no nominations from the floor, none.

Commissioner Deatherage said I'm just telling you I've talked to a lot of people, and they said I would've liked to have known.

Chairman Waters said not a single person has called me. He said you guys always come up with these names of people who have communicated with you but I'm assuming it's on that side of the party.

Commissioner Deatherage said what side of the party is that.

Commissioner Richardson said what party are you talking about.

Chairman Waters said the radical conservative group.

Commissioner Deatherage said oh, the MAGA crowd, okay.

Chairman Waters said does anybody else have anything to say before we vote on the table.

Motion: Commissioner Richardson motioned to table this issue and send it back for another candidate. Commissioner Deatherage seconded.

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

Commissioner Deatherage said I would like the Republican GOP to send something to me and I will be glad to put it up, whether it's paid or not.

Commissioner Rebholz said I don't think they have to, he said we gave them the 30-day notice.

Commissioner Deatherage said I'm just requesting it, that's all. He said I have to get something, there has to be definitive information in there. He said I'm not going to throw a bunch of stuff up there, no, I don't do that. He said I expect definitive information.

See Addendum 3

Request for Audit by Register of Deeds

Mr. Alligood said the Register of Deeds, Jennifer Whitehurst has announced her retirement, as you know. He said she's requested the County to do an audit of her office's financials prior to her retirement. He said the Finance Officer has

reached out to our auditing firm to determine exactly what that cost might be. He said it's roughly an estimate of $10,000. He said what we've recommended to you is pulling $10,000 out of contingency and into the professional services line item, giving us the opportunity to engage an auditing firm so we can go in both for Ms.'s Whitehurst's sake. He said she wants to make sure there aren't any questions with her leaving office so we would make that recommendation to you.

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

Commissioner Booth said are we going to set the salary.

Mr. Alligood said it's based off qualifications so the Board would set that btu we would probably need to review that like we did on this one. He said we had the HR director review it and make a recommendation so we would get that correct.

See Addendum 4

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

Mr. Alligood said the FEMA hazard mitigation grant program, we've got a new MOU. He said it's generally the same, you've had these before. He said this is the MOU, project #4393-0050-R. He said it elevates 32 structures across the County in various locations. He said as you recall there's no County money associated with this. He said we've engaged the Mid-East Commission to handle the administrative work for us on our behalf and that is reimbursed through the FEMA grant. He said we recommend that you authorize the Finance Director to sign the attached state centric MOU #4393-0050-R for HMPG elevations related to Hurricane Florence and approve the attached budget amendment adding this project.

Commissioner Richardson said are we going to be taking title to any properties that they take the buildings off of and we wind up owning it forever.

Mr. Alligood said these are elevation projects. He said any acquisition projects you are required but if you recall our last conversation the ones in Washington, the City of Washington, if they're located in a municipality the municipality is going to take control of those properties. He said if they're in the County we would be required to but if they're out in the County the grass is going to grow up.

Commissioner Richardson said but in this deal there's nothing we would be taking title to.

Mr. Alligood said no sir, these are elevation projects.

Commissioner Richardson said all right because I'm not voting for anything we take out of circulation for it.

Motion: Commissioner Rebholz motioned to approve authorizing the Finance Director to sign the attached state centric MOU #4393-0050-R for HMPG elevations related to Hurricane Florence and approve the attached budget amendment adding this project. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 5

"In God We Trust" Signage

Mr. Alligood said as you recall at your regular meeting on September 6th you voted to install the words "In God We Trust" in the Commissioners meeting room and at the courthouse. He said since that meeting we've received samples of the acrylic letters and looked at those and looked at the original placement. He said based on the color samples and relevance, due to the wording "In God We Trust" we are requesting, staff is requesting amending the location in the meeting room and put it above the dais, above the seal instead of down here below and use this gold color, which ties in based on, we've held it up there and looked at the colors, they actually sent us three and these two don't do justice to it. He said this one, when you put it up there under the lighting it ties into the seal. He said so it would put "In God We Trust" at the highest point in the room which is where it probably should be due to the significance of that and also we recommend that you change from where you wanted to put it on the brick, underneath the courthouse lettering to above the doorframe and do that in black aluminum and that was what their original option one was. He said it does, it puts it above the folks walking into the

courthouse, not below where you're walking over top of it. He said for that reason we would request you consider amending those locations and making it gold acrylic in here and black aluminum in the other location.

Chairman Waters said if you look on page 290 it shows option 1, that he just discussed.

Motion: Commissioner Walker motioned to approve the recommended locations and colors. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 6

Distribution Request for Public School Building Repair and Renovation Fund

Dr. Matthew Cheeseman said Beaufort County Board of Education is looking at an unfortunate circumstance that happened over 20 years ago. He said grade 5 at Chocowinity Primary School burned down, that's my understanding, and so for a long period of time we've looked to try to bring grade 5 back. He said what that really looks like is at the end of the school year you're not really transitioning students back to a building you're forwarding your 4th graders, who should stay at Chocowinity Primary School and become 5th graders. He said so in short, with the General Assembly earmarking $300,000 last year and this fiscal year $500,000, that $800,000 seeking approval to come through the Board of Commissioners to the Board of Education, would provide us an opportunity to apply for consideration of reestablishing classroom units in the back of the school where a current modular is. He said that modular, specifically, has depreciated over time. He said we've already knocked down one because of how dilapidated it's been but the current modular of classrooms is not conducive to learning. He said they actually utilize that space for storage, offices, whatever it might be. He said so when you're looking at it we currently have 99 grade 4 students transitioning to grade 5 next school year. He said placing a 4-room or 6-room modular with a bathroom back there would give us a little bit more flexibility. He said the opportunity to do this would also allow us the opportunity to utilize four classrooms in the brick-and-mortar building that are currently used as labs and push out into those modulars so our grade 5 students would actually be able to stay in the brick-and-mortar building. He said in the application it typically sites that they really don't want to have modulars put down but since this would be replacing a pre-existing one, and also the Town of Chocowinity has put it in writing that they would allow this to happen as the original permit for April 2, 2002, was granted so they would allow us to basically put the structure where it is now. He said the current structure and the future structure is actually in a place where you already have water lines existing, electrical lines existing. He said we don't really see a huge issue with that. He said it already has septic in the area so we're fine in that regard. He said we would do surface level construction to the pad underneath once we de-construct the other modular that's there, but this project would not exceed $800,000. He said so we're really asking for your approval to file the application to see if the State would then approve it.

Chairman Waters said if I understand it correctly it's the $300,000 that's allocated plus the next year was $500,000.

Dr. Cheeseman said right, so in combination we would use that money and typically when you're looking at 4 versus a 6 you're looking at $500,000 to $700,000, in that ballpark for that project.

Commissioner Richardson said are you talking about putting modulars back there or are you talking about building something permanent.

Dr. Cheeseman said no, it would be a modular classroom unit. He said it could be a 4 our it could be a 6 and so it's an upgrade of what used to be there. He said it's not brick-and-mortar, but we can actually surround the base with brick, we could do that detail ourselves to make it look a little bit more permanent than it is and we're asking the State to consider that since they approved the initial rounds 20 years ago in an emergency so we're asking them to consider it in this regard.

Commissioner Richardson said are we going to own this or is this a financing deal of some kind.

Dr. Cheeseman said no, it would be a straight up payment. He said the $800,000 would be the amount of money that would cover this project in totality, meaning we would not exceed $800,000. He said there is no financing to this. He said the Board is well aware that if this project exceeded $800,000 we would halt. He said our goal is hopefully the State approves it and have it in place by August 11th, which puts you two weeks out before students come back but in short, no, you're not financing it. He said it's based off the $800,000 that's set aside.

Commissioner Rebholz said just two questions, you're talking about August 11th of this coming school year.

Dr. Cheeseman said yes sir.

Commissioner Rebholz said because a part of that 2022/23 funding won't come in until after that.

Dr. Cheeseman said it is 21/22, 22/23.

Commissioner Rebholz said the $500,000 is in 22/23.

Dr. Cheeseman said how does the cycle run.

Commissioner Rebholz said anyway, that can get worked out.

Dr. Cheeseman said I think I could use local and switch it around.

Commissioner Rebholz said okay, can you explain to the public the advantages for the school.

Dr. Cheeseman said yes, 100%. He said you look at the accountability model and there's been a lot of things coming out of Covid about where we sit with low performance. He said when you look at Chocowinity Primary they are essentially a pre-K-4 school and Chocowinity Primary is only one of two, maybe one of three in the state that exist in that matter and they actually had great growth, they're a current B+ in the school accountability model but when we also looked at what does it look at for a 5-8 school, well Chocowinity Middle School is one of thirty-three in the State of North Carolina and very few of those models have actually worked coming through the pandemic. He said as a matter of fact, of the thirty-three it would be a safe bet that twenty-five of them had a D or an F so a few of them had C's. He said in short the educational opportunity for 5th graders, they are truly of the mind of elementary so you should put them back with elementary. He said you should put them back with elementary teachers, elementary students, elementary play, whereas when you take them to the middle school level and put them in a level 8 school you somewhat landlock yourself in terms of who can teach them based off their credentials, how their schedule looks like based off their academic interventions so Chocowinity Primary, as it exists right now is getting back to that original design what research says would be good for a 5th grader. He said the nice part about it is it would give the middle school a 6-8 model which would align to the P.S. Jones model so we could build better together.

Commissioner Booth said I understand what you're doing but you said Chocowinity had already updated their plans that you could put the wires in, and everything had been approved.

Dr. Cheeseman said I'm sorry, so at Chocowinity Primary School, ground wire already exists, it sits right there. He said electrical wire already exists because it's already coming into the current unit, meaning I don't have to do any other work on that. He said the foundation we will do repairs to it as we take the other unit off of it. He said the only additional cost that might come in, that is covered by that $800,000 would be for security alarms, intercom alarms, wi-fi coming in but we believe we are set to go.

Commissioner Booth said I understand that part, but Chocowinity approved the units and stuff.

Dr. Cheeseman said yeah, according to Mr. Buck the original issuance of the permit was April 2nd and it says after discussion with the mayor and town staff, the Town acknowledges and approves the request.

Commissioner Booth said so you're ready to go.

Dr. Cheeseman said yes.

Motion: Commissioner Walker motioned to approve allowing the Board of Education to apply. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 7

Apology to Dr. Loope, Community College President

Chairman Waters said my item I'm going to move to last under Commissioner Comments.

Commissioner Richardson said whoa, point of order, does that mean the rest of the Commissioners are not going to have the opportunity to comment on this or are you trying to force no comment.

Chairman Waters said you can do it during the two minutes. He said anybody can speak then.

Commissioner Richardson said no, that's not how, that's not kosher Mr. Chairman and you need the vote of the Board to do that.

Chairman Waters said it's my agenda item.

Commissioner Richardson said you need a vote of the Board to change the agenda. He said you all can vote to change it but he's not king.

Chairman Waters said okay. We'll go ahead and stick with it.

Motion: Chairman Waters motioned to move it to Commissioner Comments. Commissioner Booth seconded.

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

Affordable Housing In Beaufort County

Commissioner Rebholz said I think most of us that have gone around and talked to businesses and the school district, have heard about the problems businesses are having attracting people to work, the problem the school district has attracting teachers, the problems that the hospital has getting nurses. He said one of the big issues is getting housing, availability of housing that matches the scale or price range that workers are in. He said I don't know what the solution is, the City is also looking at it, it was in their extended plan that they just went through, and I don't know what the solution is, but I think we owe our constituents a look at this on what could be done. He said I'm not talking about spending money, but a look at what could be done to solve this problem and provide opportunities for developers to come in and solve the problem for us and fix the needs that new employees have, fix the need that nurses have, that teachers have and all the other realms. He said what was the term you used.

Mr. Alligood said workforce housing.

Mr. Rebholz said workforce housing. He said again, I don't know what the solution is, I just know there's this huge need out there that prevents businesses from growing and prevents people from getting, for example, he's got two of his top people in the school district living in Greenville and commuting over. He said the reason is they can't find anywhere to go. He said the teachers, they've got 80 new teachers on staff, 80 new that haven't been in a classroom before, brand new. He said they're coming here but they're living in Greenville. He said what they'll do is work for two years and then move back to Greenville. He said we need to lock them down here and be able to have accommodations for them to live in. He said what my suggestion is, my request is that we form a taskforce that would get the stakeholders together to sit down and talk about where you would go to try and solve the problem.

Chairman Waters said did this not make the top three on our strategic plan. He said I'm trying to remember.

Mr. Alligood said I'm not quite sure where it ended up.

Chairman Waters said it was in there, but I don't remember if it was in the top three.

Commissioner Booth said I remember us saying the County didn't want to get into the real estate business.

Commissioner Rebholz said I'm not talking about being in the business, I understand that.

Commissioner Walker said I think the City has assisted their growth with streamline building permits and all that. He said they've gone in and streamlined it. He said it must have worked, they've got 450 units they're going to be building soon. He said I don't know if it had anything to do with it but that's a thing we can do instead of getting in the real estate business just figure out what roadblocks that are out there and try to get them around it.

Commissioner Rebholz said the people I've talked to indicated that developers don't even know about us. He said they don't know about the natural resources we have and the quality of life we have, they're not paying any attention to us.

Commissioner Walker said I'd be glad to throw in a taskforce.
Commissioner Deatherage said you're talking about stakeholders. He said I have no idea who they would be, the stakeholders. He said I think you have cities who have utilities, and they have the wherewithal to influence development. He said the County has limited options in that regard. He said Commissioner Walker hit on something I was going to mention, you streamline permits. He said well for the County you can't streamline a septic permit. He said you're going to have to meet state criteria. He said there's only one day that's worse than not getting a permit and that's when your septic system fails so that's not going to be able to help that. He said what you could do is cut the permitting fee. He said cut it in half or all together. He said there are things you can do in that regard but it's going to cost you lost revenue. He said maybe you could streamline the planning phase or offer through the Planning Department ways to assist the developer in navigating through some of the larger regulations that are going to come down through the State and federal agencies once you get into a fairly decent sized development. He said there's a lot of things you could do but then you've got to ask yourself do you have the organization to be able to do that and do it affectively and again, now we're starting to get back into the real estate business. He said you said people don't know about us, well that's your Economic Developers job and it has been for a long time to let people know about us. He said I agree, we've been lacking in Economic Development in this County for a long time so I think you've got a gordian knot and if you're going to unravel that without spending any money, and I agree with not spending money, maybe a little here or there to grease the skids so to speak to help developers do better but the thing we need to do at the County level is to incite people to come live here because this is a wonderful place to live. He said just telling people it's a wonderful place isn't going to get it. He said this is a complex situation. He said one more thing, I feel that people are going to come here, and the market will probably take care of itself because blue states are imploding, and they've got nowhere else to go and when they come here if we're not the right type of state and the right type of County we can forget it. He said they'll move to South Carolina, they'll move to Florida, they'll go to Texas and that's the way it's going to be going forward I think for a long time to come.

Chairman Waters said Mr. Alligood, did you have something to say.

Mr. Alligood said just a couple of observations. He said we've had some conversations with a new developer in town through Economic Development. He said Economic Development is not, we don't focus economic development on housing, that's not what economic development is focused on. He said economic development is helping our existing industries and recruiting new businesses. He said we had a conversation recently with a developer and what you're talking about is workforce affordable housing. He said the 400-lot subdivision the City is talking about; my understanding is north of $300,000. He said that's not affordable for workforce housing. He said the conversation we had with this developer is what they do is they have a model they've working on, and he said because of supply chain issues, cost of materials and those kinds of things it's $1,200 right now for them to build a 1-bedroom and rent it, it's $1,200 a month and that's as tight as they can get it. He said of course they've got to make a little bit of profit because they've got to stay in business too but they're working on a model and we're continuing to have conversations with them about a model that would work for workforce development housing. He said I would ask you to give us a little grace on that. He said there are some opportunities that, granted the cities have a little bit of an advantage than counties do but there are opportunities. He said you could take ARPA money and you could go into a deal with a developer, anything you could do to help drive the price down is what they need, and you've got to have an agreement with them that they'll pass that along to their folks. He said so there are opportunities if you make that policy decision to do that. He said they're not as strong for counties as they are for the cities because there's a lot more of that, it's easier to do stuff in the cities. He said we're continuing to have those conversations. He said it is something that is recognized clearly. He said I think the developers recognize that; they're just trying to figure out a way to make it affordable but right now it's extremely unaffordable simply because of the costs. He said we are a waterfront community and that drives real estate prices way up and people are willing to pay that. He said supply and demand in this market, I mean look what houses are selling for right now in Beaufort County. He said people would love to come here and live, but they can't afford to right now and we've got to figure out a way to do that and I think we can but it's going to take some time. He said let us continue to work that with one of the developers and the model they're working on because they've said they've done that in other places. He said if the Board wants to jump in it we can

certainly give you some direction to jump into it, but I think the issue is clear to everybody involved that there is a concern there.

Commissioner Walker said just to have economic development agreeing that is the situation is a step in the right direction. He said just let that be in their bag of tricks to say we need to look at that and if somebody comes along just to have a flow chart saying you need to do this and this and I'm here to answer any questions if there is any.

Mr. Alligood said to address that, we do, we have a good process through our situation. He said we do have a flow chart; we've been through all that and we have that lined out. He said when we have someone come in we pull them into a meeting, and we bring all of the players to the table, so they don't have to keep coming back time after time. He said we don't send them running around, we bring all of our people to the developer or to the business owner so they can meet with us one time, and everybody is at the table, so I think our process, we're always willing to look at different processes and try to improve that but I think we've got a good process. He said our development review committee works really well to streamline that as best we can, and I don't think that cutting prices on your development fees are going to help you with that.

Commissioner Richardson said first I think we should direct, as Commissioner Walker said, I think we should direct Economic Development to put a little more focus on real estate development low income, not low-income housing per se but in affordable housing. He said in the same token as someone who provides development services of every kind you can think of over ten counties in North Carolina I can tell you Beaufort County has the most efficient process with less paperwork and less BS of any county that I know of, I don't care where it is. He said we are very good at what we're doing now and it's working. He said we have good people in the two key positions and they're doing fantastic jobs and that's building inspections and the Health Department, Environmental Health. He said there's no complaints there. He said if you want to see yourself go into misery and I tell my clients when they come in this is going to be misery before it's over with, go to Pitt County.. He said you can sit here and say Pitt County is rolling and has all that stuff going on but go over there and try to do something. He said you will see more bureaucrats that you thought would be alive on the face of the earth and you will hear about new problems that you had never thought of before will suddenly come looming at you. He said it is a horrible place to try to do business, so Beaufort County is in a unique position. He said I think we are being punished by the economy, by the high prices, by the lack of labor, by the government paying people not to work, all of those sorts of things and to me the only thing I think we could do to help us is a little more focus, and I'm talking about 5% more from economic development in becoming more conscious of affordable housing. He said I don't want to make it into a big deal. He said lowering fees won't help because our fees are already low, they are very low compared to what you have to do in some other places to do some things. He said I appreciate your thought but it's something that only money can solve and right now the feds are going against us, and money is not going to solve this any time soon.

Commissioner Rebholz said I only brought this up because I'm hearing time and again from everybody that this is hampering our constituents from doing better business than what they're doing right now in providing better services in the hospitals and the school district. He said I think it's our obligation to take a look at this and see what we can do to make it better for those people. He said I appreciate that you've got one developer but there's got to be a lot more out there than that and I think we need to go and spread our wings and send our nets out there and see what we can catch.

Commissioner Deatherage said my opinion is this, if we're going to go down this road and open up this door I think it's very important that we open it up to everyone in the County, not just somebody from outside, somebody with deep pockets. He said there's people here who already own land and know what they've got and they, themselves could be developers but if you say we're only going to go with these guys from out of town, we're going to figure out a way to get them some money and work with them, we're going to have some problems going forward. He said it will metastasize into favoritism then people are going to call it socialism and socialism isn't going to work going forward in America. He said I think our socialist days are pretty much over. He said then there's another thing, we've got an election happening tomorrow and I think you're going to see some big changes coming out of Washington D.C., a whole lot of big changes.

Commissioner Booth said we need to talk about helping Beaufort County.

Commissioner Deatherage said it's going to help the entire nation eventually so supply chain issues are probably going to start drying up and there's going to be some money drying up to, which has caused these problems to begin with. He said all this money floating around, too much money chasing too few goods and it's not going to work.

Commissioner Rebholz said I just came from a meeting last week; they're forecasting we're going to lose another 4,000 people out of Beaufort County in the next ten to fifteen years. He said they're just going to leave. He said part of that is the jobs and part of that is all the things we're talking about now so I think we've got to start looking at what we can do to keep those people here.

Chairman Waters said so we're not going to do a taskforce tonight, we're just going to talk about it.

Statement Regarding Register of Deeds Appointment

Commissioner Richardson said we can skip this one, I've already done that.

Vidant Emergency Room Report

Commissioner Richardson said this Vidant report, I'm a little bit chagrined that we got a one-page letter from the PR director at the hospital. He said the reports that I'm getting go something like this, someone spent five hours in the emergency room, they didn't get the attention they needed, they eventually died as a result of not getting the emergency room attention they needed. He said I'm getting reports very similar to that about long delays, and I really think the hospital should show us some respect and send somebody over here and let us at least talk to them. He said for instance, what kind of triage do they do when people come into the hospital because if you've got people who are serious enough to die as a result of not getting emergency room services triage should pick up on the emergency cases and get them in there. He said again, I'm minorly insulted that Vidant is brushing us off on this. He said this is the same hospital that went far out of their way to shut down a hospital in Belhaven that was handling 5,000 emergency cases a year and then, so that they could have control of emergency services in Beaufort County and now they're not providing emergency services. He said I'd like to be able to ask them why don't you reopen your emergency center in Belhaven so you can take some of these cases down there. He said I know for a fact before they closed it we had people within ten miles of Washington going to Belhaven to use the services down there because they knew they could get in and be seen, unlike at the Beaufort Hospital. He said this is a serious issue and I would say to Vidant you need to get yourself in here and let's take a look at this or we're going to pull out our lease agreement and we're going to start looking at it, so you need to get in here.

Vice-Chairman Langley said let me say this, we will meet on Wednesday, and I will voice your concern with them and I'm sure they can send somebody out next month, but my mother has been in that hospital a number of weekends and yes its, this past weekend when she went that thing was pretty much at capacity. He said there was really nowhere to put anybody. He said in order to get somebody in somebody had to be discharged and that is part of the problem. He said I'm not sure that is all of the problem, but I will make your concerns known on Wednesday when we meet.

Commissioner Richardson said I go by the emergency room three or four times a day, well at least two times a day and I keep an eye on their parking lot to see what's going on and it's usually pretty full.

Commissioner Deatherage said I'd like to say one thing, I was a Commissioner when the County got themselves in a position where they allocated all these resources to Vidant rather than having a better paying lease with Community Health Care System and all I kept hearing from the Chamber of Commerce is they're non-profit, they're non-profit and they're not going to leave us in the lurch. He said well the same thing was said about Belhaven, they're not going to leave us, it will be better now. He said well guess what, it didn't turn out to be better. He said it's gotten worse, and I would argue Beaufort County is out of at least $60 million of property, taxpayer property so yeah, they need to come in and talk to us. He said it may be we don't have any options at this point because the community kind of sold us down, at that time it was about 2012, they kind of sold us down the river, the Chamber of Commerce really had a big hand in all that. He said I don't appreciate it, but it happened and but if we've got any options than great, but our community hospital isn't as wonderful as it should be. He said I go to Greenville; I use Vidant in Greenville and I get a whole lot better services for less money so it's not that long of a trip. He said I try to stay healthy, so I don't have to make any trips.

Jail Committee Update

Commissioner Richardson said I guess the question to the Jail Committee is what are you guys doing.

Commissioner Rebholz said we haven't had a meeting in two months. He said we are in the process of going through, we've got a letter over to the Clerk of Court asking what restrictions would be put on construction, if any, by the courts. He said we're waiting for that to come back and we're sorting through the different options, including the option to do nothing and then we'll make a recommendation to the Board. He said we're collecting, we're still gathering, when you get into any form of construction we've got ancillary costs associated with that and we're still trying to figure that out.

Commissioner Richardson said okay so you've still got the $2 million build out the basement that could keep us going for the next forty or fifty years.
Commissioner Rebholz said that's option two.

Jail Population Discussion

Commissioner Richardson said I just want to keep the heat on the jail population and the use of ankle bracelets because I think it can be used more than what we're using them. He said that's all I have to comment on that unless someone has something they'd like to say.

Combating Drug Use in Beaufort County

Commissioner Richardson said the big item I have on here is this item, which is combating drug use in Beaufort County. He said the last time I made a motion to combat drug use you guys voted it down because you spent most of your time talking about the poor people that were using drugs and what would happen to them. He said I'm not talking about drug users; I'm talking about people that are selling drugs for money. He said that's where the choke point is on this, and you guys didn't want to do anything about it. He said the fact that you voted the motion down, what I'm asking you to do this month is what do you want to do about drugs in Beaufort County. He said do you want to keep defending drug users and drug sellers or do you want to put a stop to this.

Commissioner Rebholz said we never voted to defend them.

Commissioner Richardson said well if you're not doing anything about it then you're helping them.

Commissioner Booth said I'll tell you right now my position hasn't changed. He said I will not sit here and vote to give somebody twenty years for using marijuana, I will not do it.

Commissioner Richardson said tell us what you will vote for.

Commissioner Booth said I'd vote to let the people do their jobs that they're getting paid to do it.

Commissioner Richardson said that's not working.

Commissioner Booth said we're not working but I don't know what the answer is. He said if they don't know it then I don't know it.

Commissioner Richardson said then you need to drop out of the process and let those of us that want to lock them up for twenty years proceed.

Commissioner Booth said what you need to do is go on ahead and get yourself a badge and lock them up because I don't think there's anyone up here that wants to lock someone up for twenty years for a piece of marijuana.

Commissioner Richardson said selling it, I'm talking about selling it.

Commissioner Booth said I don't care if you're selling a truckload, you get twenty years when you can kill someone and only get ten. He said I'm not going to vote for it today, next week or as long as I'm sitting here.

Commissioner Richardson said you guys realize you're de facto drug supporters.

Commissioner Booth said I'm a de facto drug supporter when I take an aspirin.

Commissioner Walker said I'm for letting the new Sheriff, let's see what skills they've got. He said we're going to get one.

Commissioner Richardson said I don't think you're going to see enough to really make a difference. He said I'm talking about us lobbying statewide. He said Beaufort County is not going to do very much by ourselves.

Commissioner Rebholz said we're all going up there next week.

Commissioner Richardson said no, I'm not going.

Commissioner Rebholz said well if you want to lobby the state why aren't you going.

Commissioner Richardson said it's the most wasted trip that you make. He said I've been there, I know.

Illegal Immigrants in Beaufort County

Commissioner Richardson said you know, what are we going to do about illegal immigrants coming into Beaufort County. He said what Biden is doing is shipping them to non-profits in Greenville and those non-profits are bringing them into this County. He said just this last week a contractor told me he has been doing business in Florida and he came up here and he said look, I have got some incredible low prices for framing. He said they are astronomically low. He said I looked at him and said they're working illegals; They'll take $3.00 per hour. He said they'll take whatever they can get to get their feet on the ground in the United States and that is what's going on and so we need to get involved in the illegal situation and illegals coming into Beaufort County. He said does anybody have any comments about doing anything about that or are we going to keep supporting them.

Commissioner Rebholz said if they come in contact with law enforcement law enforcement has already said that they'll turn them over to ICE.

Commissioner Richardson said if you look at the policies of ICE, I've seen, ICE won't even come and get them, they have to have a criminal charge against them. He said I'm talking about a criminal charge different than being an illegal alien to get ICE to even touch them.

Commissioner Booth said we give them to ICE, and they won't take them what are we going to do with them.

Commissioner Rebholz said we're going to put them on planes and fly them someplace.

Commissioner Richardson said put them on a plane and send them back. He said this is an important issue here in Beaufort County. He said five or six years ago we had 400 kids in the primary school that needed speech assistance because of language, not because they were handicapped, it was because they couldn't speak English. He said this is still going on today. He said we're still financing this; the public is still supporting this. He said we need to start taking some action.

Commissioner Rebholz said well that's all on the federal side.

Commissioner Deatherage said I'd like to speak.

Chairman Waters said three minutes, max.

Commissioner Deatherage said it's an esoteric issue and it's going to take governments like ourselves to advocate and try to work with the new federal government that's going to be partly in place and ask them to do their jobs and I think you're going to see a willingness from the federal government next month or the following to start doing whatever it takes to get the federal government to do their job. He said now there are laws on the books that say this or that has to be done and the executive is not doing it, the executive in charge, with enforcing the job. He said it's the way it is in Beaufort County. He said the Sheriff is the executive, he's charged with enforcing the laws of the state and we're going to see some things change but we're going to have to advocate for it or it's going to fall apart. He said politically it will fall apart. He said it will be oh, look at these poor people, it's so sad, then we get another 4 million people in this Country in a year and a half. He said that's how many have come, 4 million people here illegally, it's a record so it's an esoteric issue and if we don't address it at a local level it will never work at the federal level on a long-term basis because people forget how bad it got and I don't think we've got a whole lot more years. He said not just this issue but a whole lot of issues.

Commissioner Comments

Chairman Waters said as many of you know there's a lot of banners around Beaufort County that says I voted to pay free college tuition for illegal immigrants. He said in August we received the Beaufort Promise Scholarship guidelines and that was presented by Mr. Alligood and #6 in that guideline says in order to receive funding from Beaufort County through allocated for subsidizing the Beaufort Promise Scholarship, students must be Unites States citizens and must prove residency in Beaufort County so I would personally like to apologize for the misinformation that's out there all over Beaufort County on signs, political signs put out by a political pack.

Commissioner Richardson said well this illegal immigrant's thing, those signs that accuse the Chairman of doing this, it was what he didn't do that counts. He said he had an opportunity to stop this, have a vote and stop this and every time he voted in such a way that it allowed for illegals to benefits from the Community College and the piece of paper that's in here that was put in this agenda item before it was moved, in the first paragraph it specifically says that all citizens, all persons in the County, it deliberately does not say citizens, would receive benefits and that the chairman of the Board of the College says he has all the funds from grants and dollars that allow him to make sure that everybody gets, illegals get aide so it was a default Mr. Chairman. He said you didn't act when you could've acted.

Commissioner Walker said recently I was interested in signing up for community college classes for a drone pilots license, I want to do that. He said I was impressed with the process that you go through. He said it's clearly, you should try and sign up for classes because it's clearly in there that you can't be an illegal alien and sign up for classes, you just can't do it, so they stop you at the border when you're trying to sign up for this stuff. He said I was trying and tell me I'm wrong.

Commissioner Deatherage said this is another time issue. He said we're talking about August when miraculously the guidelines come down form the Community College. He said the budget was in May and June. He said that's when the vote occurred so saying we've got some new guidelines from the Community College, and it speaks to what you voted on in June when we didn't know what those guidelines were in June. He said they probably were written sometime after June to resolve any mess they think occurred. He said again, whatever matters is the news that was important to the people of Beaufort County when we budget. He said the budget is when we allocate money, from that we do oversite and from that we organize policy to spend the money. He said I remember having a discussion with President Loope about illegals being able to use the Community College and then we got into what would Thomas Jefferson do, and his thing was Thomas Jefferson would've allowed such and my thing at that time was Thomas Jefferson didn't know anything about illegals and they didn't have free public education. He said all of this is on camera. He said that's why we have transparency on camera, the vote was on camera. He said Commissioner Booth, you said to the Chairman oh, you know you don't feel that way, you said you wanted to fund illegals and then you all voted together at the same time. He said that is what is real, that's what is shown, this is why we have these cameras, so the public can see what is real. He said not the shell game two months later. He said that's what we've got going on right here. He said if you say this is misinformation I think you need to get a crystal ball that tells you the truth because right now you are looking at a bold-faced lie.

Commissioner Booth said I said it then and I'll say it now, I'm not going to deny it and you're not going to bully me into denying it.

Commissioner Deatherage said I don't want you to deny it.

Chairman Waters said you're out of order.

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

Adjourned at 8:11 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Public Health
2. Tax Department Refunds Over $100
3. Late Tax Relief Applications
4. Cooperative Extension Tractor Purchase
5. Surplus, Register of Deeds
6. Surplus, Sheriff's Office
7. Surplus, Sheriff's Office
8. Rivers East Workforce Development Board Appointment
9. Approval of Board of Commissioner Minutes

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. _____	

14/15

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	Situs 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
NG, VICTOR WANG-TA	NG, 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, CHRISTOPHE R 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

Date run: 10/28/2022 11:37:25 AM

TR-406 Pending Refund 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	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
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
889579	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
889829	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					

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 7TH STREET
JOHNNY MCCULLOUGH	08/29/2022	YES	ELDERLY	244 E 3RD STREET

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,

C. Dale Monks

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

N.C. Cooperative Extension prohibits discrimination and harassment regardless of age, color, disability, family and marital status, gender identity, national origin, political beliefs, race, religion, sex (including pregnancy), sexual orientation and veteran status. NC State University, N.C. A&T State University, U.S. Department of Agriculture and local governments cooperating.

JOHN DEERE

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.

JOHN DEERE

QUALITY EQUIPMENT

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** _____

Confidential

JOHN DEERE

QUALITY EQUIPMENT

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 Agreement Tax	$ 0.00
Total	$ 141,656.78
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 141,656.78**

Salesperson : X _____

Accepted By : X _____

Confidential

JOHN DEERE

QUALITY EQUIPMENT

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

JOHN DEERE

QUALITY EQUIPMENT

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

Confidential

JOHN DEERE

QUALITY EQUIPMENT

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						

Confidential

JOHN DEERE

QUALITY EQUIPMENT

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)
Price Effective Date: September 21, 2022

Suggested List *
$ 9,345.00
Selling Price *
$ 9,064.65

* 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**

Confidential

Beaufort County
Finance

Budget Amendment Request

Department: Cooperative Extension **Date of Request:** 11/7/22

FY Budget: FY 22/23

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	

Department Justification: To budget for contributions from NC State and Cooperative Ext towards the purchase of a tractor.

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

County Position No. _____

State Position No. _____

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

ADDENDUM 2

Purchase Order Approval – Sheriff's Office

Purchase Order

Fiscal Year 2023

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

Purchase Order # 20230463

BILL TO

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

Delivery must be made within doors of specified destination.

VENDOR

CAROLINA RECORDING SYSTEMS, LLC
PO BOX 11311
CHARLOTTE, NC 28220

SHIP TO

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

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE
			Quote #000504

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
10/31/2022	29698			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.

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

Hollie L Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

VENDOR COPY

ADDENDUM 3

Appointment to Fill Unexpired Term for Register of Deeds

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.)

ADDENDUM 4

Request for Audit by Register of Deeds

Beaufort County Finance

Budget Amendment Request

Department: Register of Deeds **Date of Request: 10/7/22**

FY Budget: 2022/2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9910-599100	Contingency		10,000
10-4180-519400	Professional Services	10,000	

Department Justification: To appropriate funds for audit/review of Register of Deeds FY 21/22 financial activities before the retirement of Jennifer Whitehurst.

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

County Position No. _____

State Position No. _____

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

14/15

ADDENDUM 5

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

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

EXPENSES:

170-4442-519440	MANAGEMENT COSTS 4393-0050-R	$ 216,267

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

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STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0050-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**;

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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

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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).

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(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

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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

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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

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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

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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

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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.

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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
DATE10/6/2022 | 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

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ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.

2. **Program Monitoring**. RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:

    a. Notice to Cure. State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity**. During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

   a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

   d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEEs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEEs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination**. RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

RECIPIENT/SUBGRANTEEs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. **Procurement of Recovered Materials.**

a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
• Competitively within a timeframe providing for compliance with the contract performance schedule;
• Meeting contract performance requirements; or
• At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. **Access to Records**. The following access to records requirements apply to this contract:

    a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel**. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. **DHS, Seal, Logo, and Flags**. The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21. **Davis-Bacon Act**. If applicable, Compliance with the Davis-Bacon Act.

    a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

    b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.

22. **Copeland Anti-Kickback Act**. If applicable, Compliance with the Copeland "Anti-Kickback" Act.

    a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

    b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

    c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors or sub-Recipientshave not been suspended or debarred from doing business with federal or State government.

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ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, **Anita Radcliffe**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of RECIPIENT/SUBGRANTEE's Authorized Official

ANITA RADCLIFFE, FINANCE DIRECTOR/CFO
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

_____
Date

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ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

Management Cost Reimbursement Request				
County:		Date:	Project Number:	
Employee Name	Rate	Activity	Time	Amount of Reimbursement Requested
Facility Costs			Cost	Reimbursement Requested
Rent				
Utilities				
Vehicle #	Rate (58.5/m)	Activity	Total Miles	Reimbursement Requested

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ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.

o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.

o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.

o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.

o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o **Debris Removal**

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o **Demolition**

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

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Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o **Utility Lines**

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o **Cemetery Buffer Zone**

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o **Archaeological Materials/Human Remains**

- If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

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Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.
• If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

• An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.

• Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.

• Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.

• All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.

• The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.

Asbestos Continued, Other Issues:

• Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**

• Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

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• Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

• The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

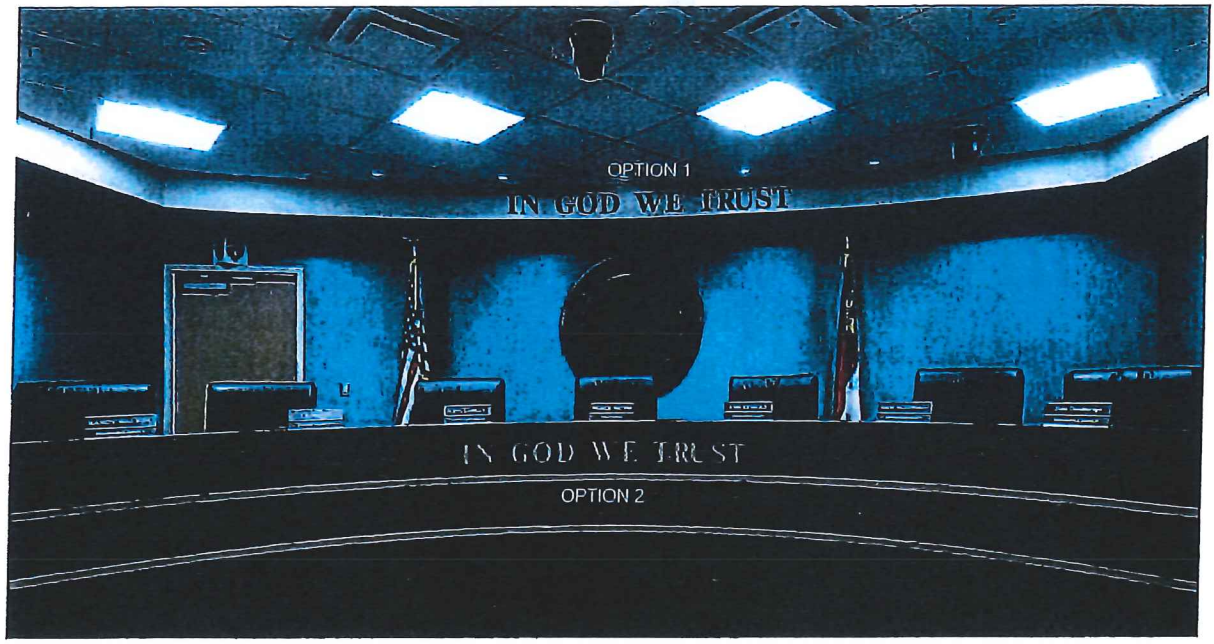
FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this "Best Practices" document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as "Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects," as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

ADDENDUM 6

"In God We Trust" Signage

6" LETTERS FLAT CUT ACRYLIC – OPTIONS 1 & 2



ADDENDUM 7

Distribution Request for Public School Building Repair and Renovation Fund

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
Address: Washington, NC
LEA: Beaufort County Schools
Address: 321 Smaw Road Washington, NC 27889

Contact Person: Dr. Matthew Cheeseman
Title: Superintendent
Phone: 252-946-6593
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)

Published – March 2022
North Carolina Department of Public Instruction

SCHOOL PLANNING SECTION - DISTRICT OPERATIONS DIVISION – NCDPI

OPERATIONS MANUAL
PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

Prepared by

Department of Public Instruction
301 N. Wilmington Street
Raleigh, North Carolina

Questions about the Public School Building Repair and Renovation Fund should be directed to: School Planning Section, Department of Public Instruction, 6319 Mail Service Center, Raleigh, North Carolina, 27699-6319, (984) 236-2920.

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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 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.

END OF PROCEDURES MANUAL

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:

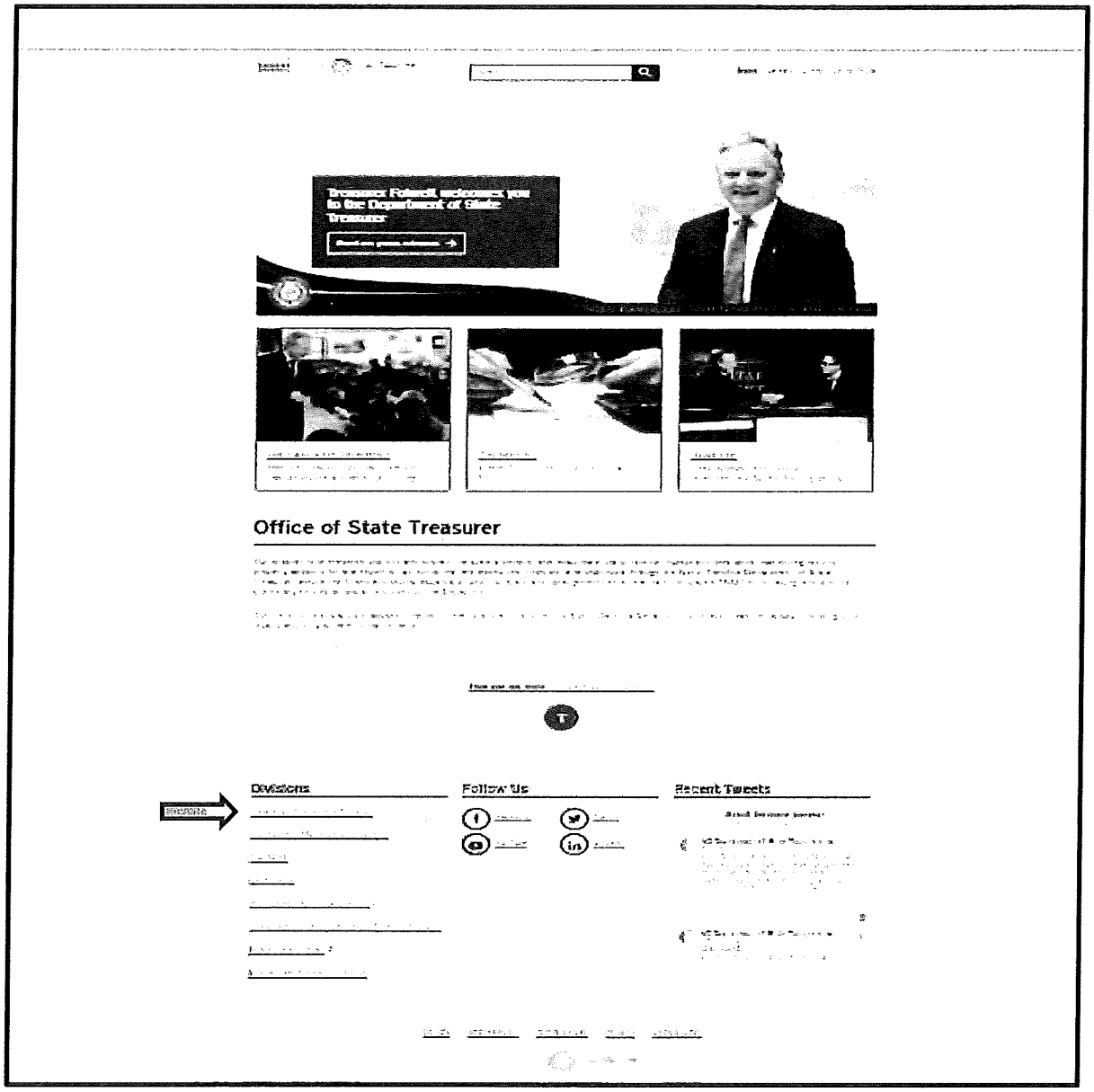
https://files.nc.gov/dpi/documents/schoolplanning/roof-submittal-form.pdf

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.

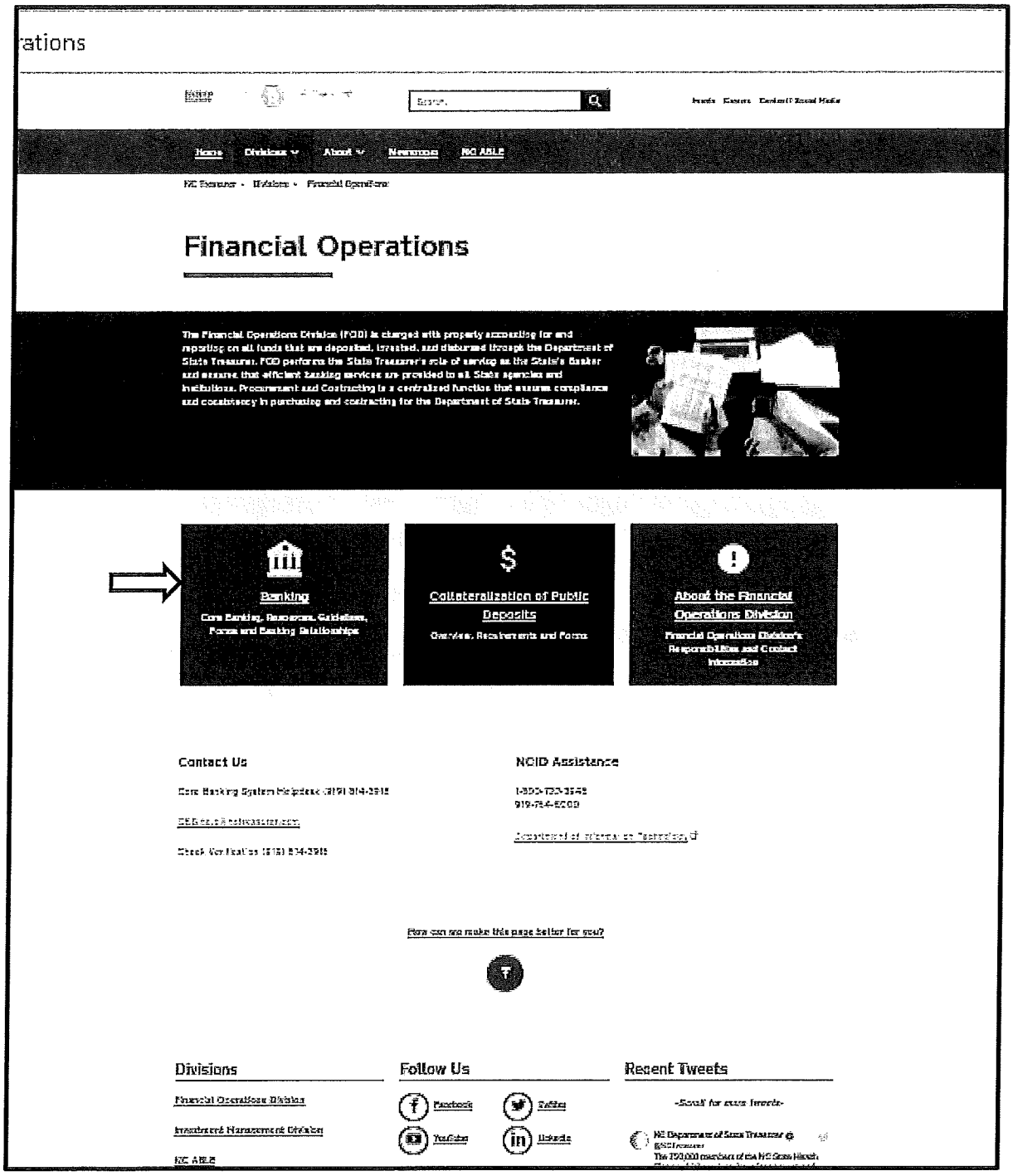
Reports to State Treasurer

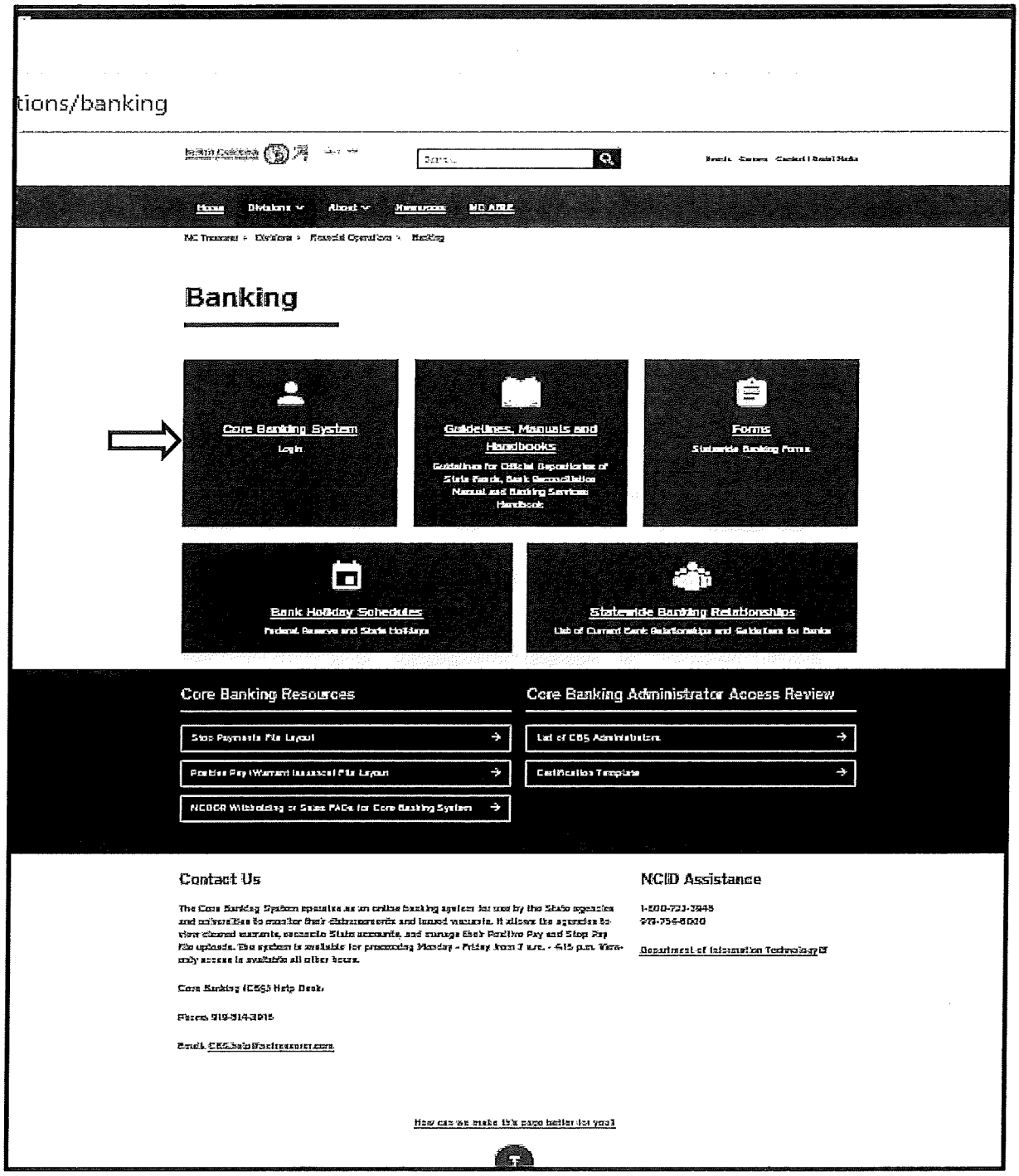
The office of the State Treasurer requires county finance officers to reconcile their disbursing account activity each month and to report agreement via a 'check box' on the Core Banking System (CB$) website. The State Treasurer does not mail printed statements to the counties; reconciliation and review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



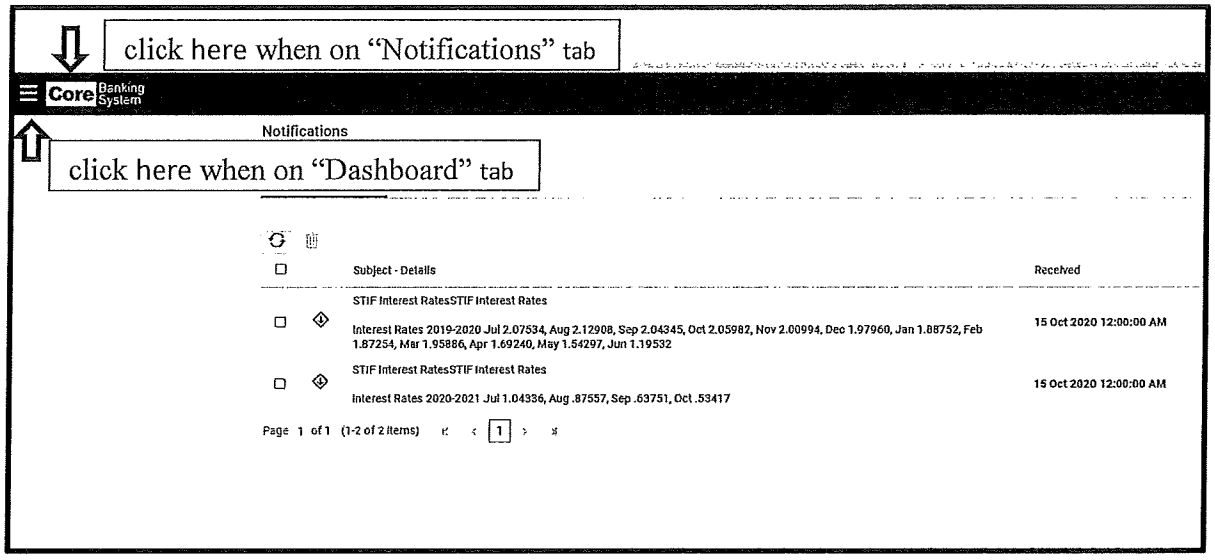
To access the Core Banking System, first click on the Banking and Core Banking System icons.



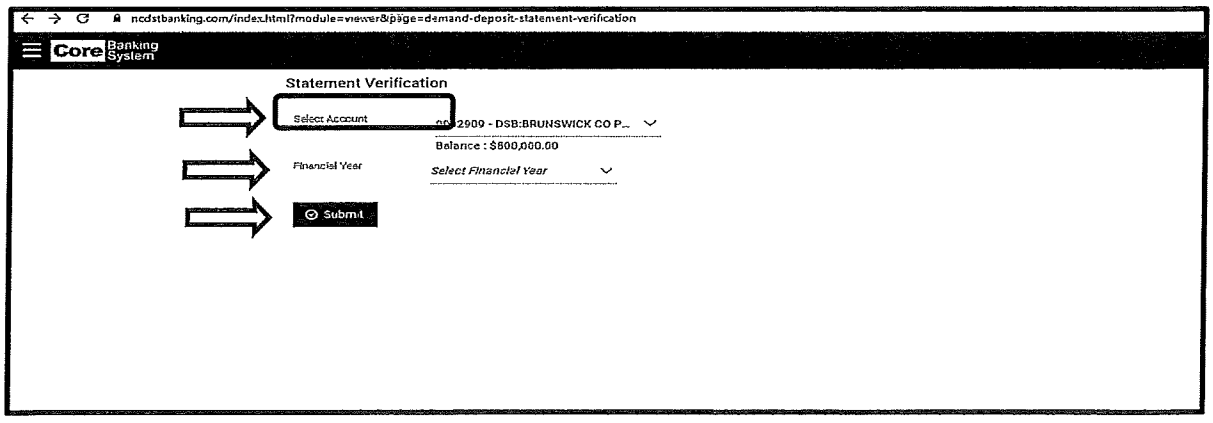


On the log-in page that opens (not pictured), use the individual ID and password provided by the Financial Services Department of DPI or by the State Treasurer's Office to log in to the CB$.

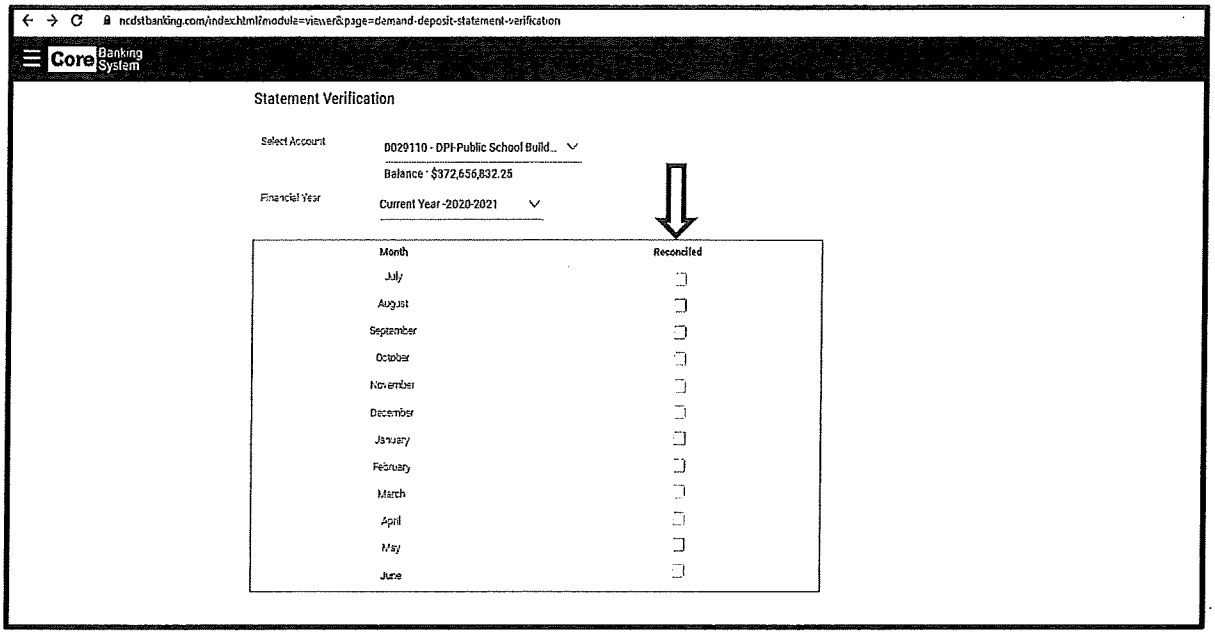
Upon log-in the tab that opens should be the "Notifications – NCDST" tab (pictured below). The screen may contain important information such as interest rates, holidays, or site maintenance. Next, access the CB$ Dashboard by clicking on the "Core Banking System" logo at the top left corner of the screen. 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.

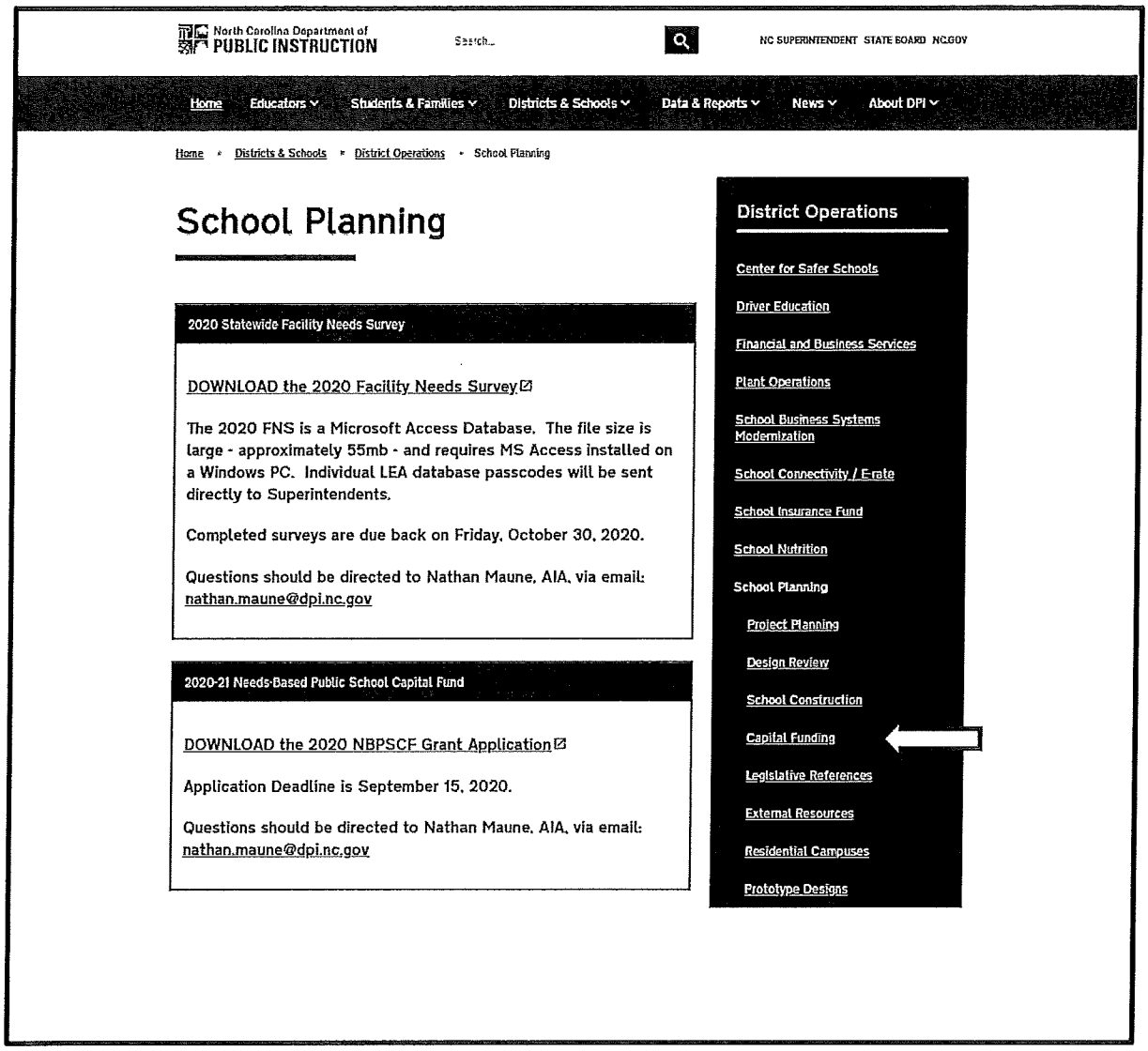


There will typically be no formal notification made to county finance officers by the State Treasurer's Office regarding disbursing account reconciliation. As administrator of the PSBRRF, School Planning will check the CB$ website periodically to determine if the finance officers of counties to which 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 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 PBSRRF 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

9/27/2022

County 06 Beaufort

LEA 070 Beaufort County

Public School Building Capital Fund - Fiscal Year Totals
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	962,402.00	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	2,298.09	1,862.04	536,580.81	148,500.55	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	1,022.52	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	1,599.26	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	545,828.63	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	19.86	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	7,648.80	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	10,496.65	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	490,000.00	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	77,775.00	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		300,000.00	868.10	0.00	0.00	

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Swearing In Ceremony

Summary of Information: Judge Wayland Sermons will swear in the re-elected Commissioners.

Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner Frankie Waters

STATE OF NORTH CAROLINA
OATH OF OFFICE
BEAUFORT COUNTY COMMISSIONER

Do you solemnly and sincerely swear that you will support the Constitution of the United States; that you will be faithful and bear true allegiance to the State of North Carolina, and to the government thereof; and that you will endeavor to support, maintain, and defend the Constitution of the United States, to the best of your knowledge and ability, so help you God.

Do you swear that you will well and truly execute the duties of the office as a member of the Beaufort County Board of Commissioners according to the best of your skill and ability, according to law; so help you God.

Submitter Recommendations/Motions: No motion necessary.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Board Organization

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Nomination and Election of Chairman for 2023

Summary of Information: The Beaufort County Board of Commissioners will nominate and vote for the 2023 Chairman of the Board.

Submitter Recommendations/Motions: Vote to appoint the Chairman of the Board.

Nominations: _____ _____ _____

Votes:

Nominations: _____ _____

Votes:

Attachments:

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order of business. Next the board shall elect a chair and vice-chair from among its members and the chairman will assign seating arrangement to the new board.

(b) Odd-numbered Years.

At the first regular meeting in December of each odd-numbered year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair from among its members and the chairman will assign seating arrangements to the board.

Rule 5. Election of the Chair.

The chair of the board shall be elected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a member of the board.

(Change in method of electing Chairman as described in December 1, 2008 Minutes – resolution)

(1) The Chairman and Vice Chairman of the Board of Commissioners will be elected by a majority vote when there are three or more nominations. In the event the resulting vote tally is 3-2-2 for each of the three nominees respectively, there shall be a run-off between the two nominees tied for second place. There would then be a second vote placing the nominee originally receiving 3 votes in direct competition with the nominee winning the above mentioned run-off.

(2) The Board's action to fill all other appointments excluding chairman and vice chairman shall be awarded with a "plurality without a majority". In the event a resulting vote tally is 3-2-2, the nominee receiving 3 votes is awarded the appointment.

(3) When considering any appointment that receives three or more nominees, any single county commissioner may request a three minute caucus with one or two other commissioners provided that the requested caucus occurs immediately after hearing the three nominated individuals and immediately before the original vote on the three nominated individuals. (This item was amended December 1, 2008. See attachment *2008.)

IV REGULAR AND SPECIAL MEETINGS.

Rule 6. Regular and Special Meetings.

(a) Regular Meetings.

The board shall hold a regular meeting on the first Monday (**see amendment of December 3, 2002 changing meeting day from Tuesday to Monday) of each

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Board Organization

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Nomination and Election of Vice-Chairman 2023

Summary of Information: The Commissioners will nominate and vote for the 2023 Vice-Chairman of the Beaufort County Board of Commissioners.

Submitter Recommendations/Motions: Vote to appoint the 2023 Vice-Chairman of the Board of County Commissioners.

Nominations: _____ _____ _____

Votes:

Nominees: _____ _____

Votes:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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.

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Administration

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: 12/5/2022

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.

Name	Department	Years of Service
Emily Griffin	Dept of Social Services	5 Years

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Presentation

Presenter: Brian M. Alligood, County Manager

Agenda Title: Resolution of Appreciation to Register of Deeds Jennifer Whitehurst

Summary of Information: Jennifer Whitehurst was elected Beaufort County Register of Deeds in 1996 and has served for 26 years. She has announced her retirement effective December 31, 2022. The attached resolution from the Board of Commissioners in in recognition of and appreciation for her many years of dedicated service to Beaufort County.

Submitter Recommendations/Motions: Presentation of resolution to Register of Deeds Jennifer Whitehurst.

Attachments:
1. Resolution of Appreciation for Register of Deeds Jennifer Whitehurst

Resolution No. 2022-12-05-___

Resolution of Appreciation for Register of Deeds Jennifer Whitehurst

WHEREAS, the Register of Deeds serves as custodian and manager of a large number of public records, including deeds, deeds of trust, and subdivision plats, and;

WHEREAS, the Register of Deeds issues marriage licenses and supplies copies of birth and death certificates in Beaufort County, and;

WHEREAS, the Register of Deeds has the tremendous responsibility of protecting the integrity, completeness, accuracy and safekeeping of these public records, and;

WHEREAS, Jennifer Whitehurst was elected as Beaufort County Register of Deeds in November 1996 and has faithfully served for 26 years as Register of Deeds, and;

WHEREAS, Jennifer Whitehurst has announced her retirement as Register of Deeds to be effective December 31, 2022, and;

WHEREAS, the Beaufort County Board of Commissioners wishes to recognize and express its thanks to Jennifer Whitehurst for her many years of dedicated service to Beaufort County.

NOW, THEREFORE, BE IT RESOLVED, that the Beaufort County Board of Commissioners expresses its deep appreciation to Register of Deeds Jennifer Whitehurst for her 26 years of dedicated service to Beaufort County and wishes her the very best on her retirement.

ADOPTED, this the 5th day of December 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Kathleen Mosher, Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Presentation

Presenter: Brian M. Alligood, County Manager

Agenda Title: Resolution of Appreciation for Sheriff Ernie Coleman

Summary of Information: Sheriff Ernie Coleman has served as Sheriff of Beaufort County for 8 years beginning in 2014. The attached resolution is in recognition and appreciation for his years of service.

Submitter Recommendations/Motions: Presentation of resolution to Sheriff Ernie Coleman.

Attachments:
1. Resolution of Appreciation for Sheriff Ernie Coleman

Resolution No. 2022-12-05-___

Resolution of Appreciation for Sheriff Ernie Coleman

WHEREAS, the Office of Sheriff is one of the oldest offices known to the common law of jurisprudence, and;

WHEREAS, the Sheriff is a constitutional officer with the office being named in the North Carolina Constitution, and;

WHEREAS, the Sheriff is considered the chief law enforcement officer of the county and is additionally responsible for operating the jail, maintaining security in the courtroom and acting as the bailiff in court, and serving civil process, and;

WHEREAS, Ernie Coleman was elected Sheriff of Beaufort County in November 2014 and re-elected in November 2018, and;

WHEREAS, the Beaufort County Board of Commissioners wishes to recognize and express its thanks to Sheriff Coleman for his years of service to the residents and visitors of Beaufort County.

NOW, THEREFORE, BE IT RESOLVED, that the Beaufort County Board of Commissioners expresses its appreciation to Sheriff Ernie Coleman for his 8 years of service as the Beaufort County Sheriff and wishes him the very best as he leaves office.

ADOPTED, this the 5th day of December 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Kathleen Mosher, Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Health Department FY23 Document Imaging Conversion Purchase Request

Summary of Information: Beaufort County Health Department is requesting approval for the following purchase:

- Medical Records Document Imaging $56,813
    - Medical records created prior to 2013 are in paper format and stored in the attic. It is difficult for staff to retrieve records for medical record releases or other necessary duties. Due to the NC Record Retention Schedule, these records cannot be destroyed. We are requesting to have them converted to a searchable, digital format. We have been quoted by CST Data and AIS Advanced Imaging Systems. We have chosen CST Data based on costs and terms. The full quote for all records is $109,296 however we will cap the project at $56,813 due to amount of grant funding. We are not requesting County funds for this project.

Submitter Recommendations/Motions: The Health Department staff recommend approving the purchase.

Attachments:
1. CST Data

CST Data™

Company: **BEAUFORT COUNTY HEALTH DEPARTMENT**

Project: Document Imaging Conversion Services

Presented to:
Shelia Sauls
1436 Highland Drive
Washington, NC 27889

July 1, 2022

Beaufort County Health Department

Improving the Health and Wellness of Our Community

CST Data based in Charlotte, NC, develops, markets and supports document management, image capture, Web-enabled, and COLD/ERM processing software. In addition, we sell and support CD/DVD/Blu Ray publishing/printing systems, electronic signature pads, tablet PC's, forms conversion software and services and remote deposit capture systems.

CST Data's philosophy is to create solutions that make document management so technologically advanced they are delightfully simple and architecturally flexible. Ease-of-use does not have to be sacrificed when providing power. The formula is simple and proven, the products tested and loved.

CST Data, in partnership with Kodak, Digitech Systems, CureMD™, Rimage, Topaz, Lenovo, Motion Computing, Fujitsu, Tablet Kiosk, Equus and Mi-Co have become a customer-centric organization. CST Data provides legendary customer care, customer-driven products, and value pricing. In essence, CST Data's emphasis on quality and service keeps the focus on customers because people do business with people they like and trust.

CST Data is a Certified Kodak Document Conversion Center. This is a certification that is only issued to service bureaus that have exceeded the highest levels of performance and efficiency. In addition, CST Data utilizes the most advanced techniques and technologies to offer customers the highest quality standards in the industry.

In summary, CST Data is committed to providing their customers a solution to their current document and data management needs. We will build a system that is robust enough to handle these needs, but open ended to handle all future growth, both planned and unexpected.

The CST Data proposition is to provide products and services that are so advanced they're simple.

BEAUFORT COUNTY HEALTH DEPARTMENT. will receive the following benefits:

- A local provider offering the most advanced techniques in outsourced document conversion.
- Certified Kodak Document Conversion Center, assuring that all documents processed in our service bureau meet or exceed the set national requirements.
- Advanced Quality Control Software for all converted information to guarantee the original document integrity.
- 24-hour access to all your records in CST Data's possession, with individual Confidentiality Agreements signed for each customer.
- Employees that have been trained in HIPAA confidentiality, Identity Theft and Privacy Laws.
- Eliminate all risk of miss-files, lost documents, and wasted search times associated with paper storage.
- Reduction of valuable square footage occupied by box and file storage.
- Your paper records will be stored in our state of the art, climate controlled, sprinkler system equipped facility, before, during and after the scanning process.
- Disaster Recovery Process built in with hard drive duplication, server redundancy and off-site hard drive back-up
- Open ended architecture allowing each customer to migrate and grow as the needs of the system grow, and as technologies change.

Local vendor to provide **24 x 7**, unmatched service and support to **BEAUFORT COUNTY HEALTH DEPARTMENT**

The deliverables for this project are listed in order of the CST Data Conversion Process. The Conversion Process is a set methodology that CST Data follows to assure that all documents converted meet the client's expectations and follow a detailed plan to meet all conversion goals.

Discovery Meeting

Upon signature of this document, CST Data and **BEAUFORT COUNTY HEALTH DEPARTMENT** will set a meeting to plan the conversion process.

The objectives of this meeting are as follows:

- **BEAUFORT COUNTY HEALTH DEPARTMENT's** goals are clearly understood by CST Data and the accepted conversion process will accomplish these goals.
- Each department associated will take part in this meeting providing information on the value and representation of each and every document that will be converted. One administrator from **BEAUFORT COUNTY HEALTH DEPARTMENT** will be chosen as the key contact.
- A timeline has been determined and technical specifications have been completed.

When this meeting is complete and agreed upon by both CST Data and **BEAUFORT COUNTY HEALTH DEPARTMENT**, the project will begin.

Project Process

- Completed Specification Sheet, detailing the guidelines of the conversion process along with any integration or special export requirements. The specifications are followed to the letter during the entire process.

- Completed documents uploaded to customer system for hosting and retrieval.

- Information is retrieved from the PaperVision Enterprise system by any assigned and authorized users utilizing a standard Windows Explorer Browser.

Cost per image	**$.06**
Indexing per keystroke	**Included**
Document Preparation per hour	**Included**

CST Data performed an on-site count and observation sample of active charts provided by Beaufort County Health Department back in 2015. The following results were measured and then extrapolated. Additionally, Beaufort staff have already boxed the files and they are in 330 (24 inch) bankers' boxes, so the number of images will be adjusted based on the new count.

Physical Measurement and Count Results

Files contained an average of 190 pages per inch based on a physical count of 1.75 and .75 inches of files pulled from the shelf. It was also discovered that there are approximately 25% double sided pages. This is equal to approximately 230 images per inch. The 24-inch banker's boxes would contain approximately 5,520 images. The condition of the files was very good. 330 boxes x 24 inches = 7,920 inches

Flexible Production and Billing Options

CST Data will be happy to arrange for a pick-up of all the boxes under consideration and produce the work all at once or on a monthly budget that can be negotiated. CST is also willing to split this into several pickups to accommodate the available budget. This way, Beaufort County Health Department can eliminate all of the storage costs associated with these records and begin using the area for the intended purposes immediately.

Pricing Details

The following measurements were taken from the record storage areas. The actual number of images/boxes will prevail for billing purposes.

Estimate

Record Storage Area

330 24-inch boxes = 7,920 inches x 230 (185 + 45 for the 25% backs) (ipi) = 1,821,600 pages x .06 = $109,296.00
The actual number of images scanned will prevail for billing purposes. Some boxes will probably **have more** than 5,520 images and some will **have less**. ***Regardless, it is based on a fixed price per actual image scanned.***
In the event the percentage of backs is more or less than 25%, the price will adjust proportionately. It is likely that the percentage of backs is less.

Storage and Retrieval Options

We can output these as a full text searchable PDF to be hosted on a server in your office which is a *no cost option* or we can offer our hosted environment, Document Mountain, for a price per GB tier per month for unlimited users. If the estimated number of images is correct, they will consume about 70GB on the low end.

The Advanced tier is- up to 75GB for $730 per month for unlimited users ($9.73 per GB)

And as previously stated, we can export as a full text searchable PDF to be stored on your internal server and your only costs will be the internal costs for deployment and provisioning the space.

What is included in the all-inclusive scanning price?

The following processes/terms/conditions are also included in the proposed unit costs:

- Detailed Job Specification approved by client prior to beginning conversion process
- Document packing boxes for purging records and storing information not already in boxes
- Scheduled Pick Up of all boxes / records ready for conversion
- CST will box log and transfer all records from your facility to our warehouse in Charlotte and produce the work on a production schedule to be agreed on by both parties
- Monthly production may be increased or decreased depending on budget fluctuations, special needs or other projects desired to be scanned by BEAUFORT COUNTY HEALTH DEPARTMENT.
- CST will store the already scanned boxes of paper for 6 months after scanning at no charge while **Beaufort County** performs QC audit functions. Once **Beaufort County** is satisfied that the work has been captured to their satisfaction, CST will shred the paper using a NAID (National Association of Information Destruction) certified shredding company for $3.75 per box. If **Beaufort County** desires that the paper not be shredded at that time, CST will either return the paper or continue storing it at the rate of 50 cents per box per month.
- 24 / 7 access to all customer information at CST Data. CST will provide scan and secure e-mail for record requests of files that are in CST's possession that have not yet been scanned and uploaded to the Customer System or the repository system of choice. CST will also provide log on access to their web based Document Mountain environment so Beaufort County staff can access the records as they are being produced. Here, records can be viewed and printed so access to records is virtually uninterrupted during scanning.
- Indexing of converted information based on customer specified index criteria
- Delivery of scanned data on an archival quality hard disc media or secure ftp to a site set up by the county.
- **100% Image by Image inspection of converted records, removing blank backs, checking for double feeds, image clarity, and overall scanned image quality.**
- CST normally stores all scanned projects on its servers for redundancy and disaster protection for no charge for up to 90 days after production has been completed.

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Melanie Corprew / Kelly Smith, Social Services

Agenda Title: Position Re-classifications

Summary of Information: In consultation with the Beaufort County Human Resources Director and the Office of State Human Resources, the Department of Social Services is requesting to downgrade one Community Employment Case Manager position, (Work First job #113-40-643) Salary Grade 65, which is currently vacant, to an Income Maintenance Caseworker II, (job # 113-02-344) Salary Grade 63, due to the changing needs of the unit as the Work First caseload has continued to decrease over the last few years. At the same time, Medicaid and Food and Nutrition Services caseloads have grown tremendously. The re-classed position will manage a caseload of Medicaid cases to assist us with meeting and maintaining accuracy and efficiency in the Medicaid program. The Office of State Human Resources has approved this downgrade.

In consultation with the Beaufort County Human Resources Director and the Office of State Human Resources, the Department of Social Services is requesting to reclass one In-Home Aide (Chore Provider) position, (job # 113-54-102) into one combined position that will be half time Nutrition Site Coordinator and half time Housekeeper (job # 113-66-221.) This In-Home Aide (Chore Provider) position is the last one under our In-Home Aide License, so this will allow us to abolish that position and terminate the In-Home Aide License and all the requirements of operating an In-Home Aide Program. This includes the annual In-Home Aide License and associated fees, training, supplies, and travel. The clients being served by the current In-Home Aide will transition to being served under the contract for In Home Aide Services.

The Congregate Nutrition Site Coordinator is a grade 54 and the In-Home Aide (Chore Provider) is a grade 52. The newly combined position will be a Housekeeper (with combined duties) at grade 55. The position will manage the congregate nutrition site for 4 hours a day and will provide housekeeping services at DSS for 4 hours a day. This will also allow us to abolish the part-time Congregate Nutrition Site Coordinator position (job # 113-68-551.) The Office of State Human Resources has approved this reclassification.

The requests above will result in an overall savings to the county dollar for the department. This savings is a result of the reclassification of the Community Employment Case Manager (CECM) position, currently vacant and budgeted at $64,512, with salary and benefits, being higher than the starting salary for an Income Maintenance Caseworker II at $47,022, with salary and benefits. In

addition, factoring in state and federal reimbursements, and because the CECM position is counted towards the Maintenance of Effort (MOE,) there will be a savings of county funds of $30,339 for the first reclass. The difference in salary and benefits (after state and federal reimbursements) for the Congregate Nutrition Site Coordinator and In-Home Aide (Chore Provider) and the Housekeeper position is an increase of county funds of $10,750, after the second reclassification. This will result in an overall approximate savings in county funds of $19,589, by taking the $30,339 savings from the 1st reclassification and subtracting the increase of $10,750 from the second reclassification.

There are no additional county dollars needed for the re-classifications.

Submitter Recommendations/Motions: Approve the reclassification of one Community Employment Case Manager position to an Income Maintenance Caseworker II position effective January 1, 2023. Approve the reclassification of one In-Home Aide (Chore Provider) position to a Housekeeper position effective January 1, 2023.

Attachments:
1. OSHR Approval of Re-classifications

Kelly Smith

From: Smartsheet Forms <forms@app.smartsheet.com>
Sent: Friday, September 9, 2022 12:07 PM
To: Kelly Smith
Subject: Confirmation - SmartSheet PD 118

CAUTION: This email originated from outside of Beaufort County DSS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. Your information has been submitted to OSHR.

SmartSheet PD 118

Date Submitted	09/09/2022
Agency Representative	Kelly Smith
Unit/Section	Adult Services
Location (City)	Washington
Agency	Beaufort County DSS
Agency Representative Email	kelly.smith@beaufortdss.com
Phone Number	252-940-6034
Position Action	Reallocate an Existing Position
Position Type	Permanent
PT Hours/Week	
Current Classification	Chore Provider (T)
Supervisor Name	Angela Spencer
Supervisor Class Title	Social Work Supervisor III
Vacant	☒
Name of Incumbent	Cassandra Copper
Requested Effective Date	10/01/2022
Classification (Requested/Proposed/Existing)	Housekeeper
Salary Grade	55
Salary Range	$26,344 - $29,043

Position Number	113-54-102
Explanation	This position reallocation is needed to assure the cleanliness of Beaufort County Department of Social Services. Our agency is a large building that houses many employees and accepts a great number of visitors each day. Cleanliness is of the upmost importance. This position will serve as a housekeeper for 50% of time at the Department of Social Services. The remaining 50% of time will be spent as a Nutrition Site Supervisor coordinating the delivery of home delivered meals and serving congregate nutrition meals to eligible participants. We have a contract with a local in-home aide agency that will assume aide services to clients that have been provided by the employee.
Agency Director approving request	Melanie Corprew
Agency Approval Date	7/26/22
Funding Certification	☒
County Official Approval	Brian Alligood
County Approval Date	8/15/22
Organizational Chart	☒
Position Description (PD102)	☒

File Attachments

Org. Chart Chore to Housekeeper.xlsx	(16k)
DRAFT Housekeeper Job Description.docx	(27k)
agreement memo.docx	(27k)

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Kelly Smith

From: Smartsheet Forms <forms@app.smartsheet.com>
Sent: Friday, September 9, 2022 11:54 AM
To: Kelly Smith
Subject: Confirmation - SmartSheet PD 118

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Thank you. Your information has been submitted to OSHR.

SmartSheet PD 118

Date Submitted	09/09/2022
Agency Representative	Kelly Smith
Unit/Section	Income Maintenance
Location (City)	Washington
Agency	Beaufort County DSS
Agency Representative Email	kelly.smith@beaufortdss.com
Phone Number	252-940-6034
Position Action	Reallocate an Existing Position
Position Type	Permanent
PT Hours/Week	
Current Classification	Community Employment Case Manager
Supervisor Name	Theresa Porter
Supervisor Class Title	Income Maintenance Supervisor II
Vacant	☒
Name of Incumbent	
Requested Effective Date	10/01/2022
Classification (Requested/Proposed/Existing)	Income Maintenance Caseworker II
Salary Grade	63
Salary Range	$37,463 - $39,336

Position Number	113-02-344
Explanation	The Community Employment Case Manger is responsible for the Work Family Assistance Program. Beaufort County has two Community Employment Case Managers. The Case Managers are responsible for applications and recertifications as well as Employment Services for individuals that are required to complete work requirements. Over the last several years we have seen a decrease in the number of families receiving Work First Family Assistance. We currently have a caseload of 69 Work First Family Assistance cases, with 54 cases that are Child Only cases, and 15 cases that are required to meet work requirements. With the current caseload size, there is no longer a need for two case managers. Based on work requirements, we do not anticipate an increase in the number of cases. Therefore, we are asking for one Community Employment Case Manager to be reclassified to an Income Maintenance Caseworker II. Beaufort County has continued to see an increase in our Medicaid caseloads. The reclassification of this position will provide additional support to our Family and Children's Medicaid cases. Additional support for Medicaid will help to ensure applications and recertifications are processed timely and accurately. Failure to process applications and recertifications timely and accurately could result in county paybacks for claims paid by Medicaid.
Agency Director approving request	Melanie Corprew
Agency Approval Date	08/31/2022
Funding Certification	
County Official Approval	Brian Alligood
County Approval Date	09/01/2022
Organizational Chart	
Position Description (PD102)	

File Attachments

Org. Chart CECM to IMCII.xlsx (16k)

IMC II Generalist 2022.doc (71k)

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Ann Williams and Nathaniel Woolard, Soil and Water

Agenda Title: Contract Award and Purchase Order - Watershed Restoration Project Phase IV Eta Grant Funds

Summary of Information: Through the Watershed Restoration Project (Eta Grant Funds), the Beaufort Soil and Water Conservation District was awarded Contract No. 17-175-4087, from the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation (Division), for the removal of vegetative stream debris from identified creeks, streams, and tributaries in Beaufort County. Grant funds total $282,720.00. A Request for Proposals (RFP) was issued on October 26, 2022 soliciting bids to complete Phase IV of this work. Eight bids were received. The bids were opened on November 16, 2022. Five of the bids offered were under the District's grant allocation balance for the watershed restoration project. Those bids were:

Hall American Property Pros, Columbia, NC - $1.75 Per Linear Foot - $95,900.00
Landscaping Unlimited, Bath, NC - $1.23 Per Linear Foot - $67,404.00
L & S Feed, Edenton, NC - $2.00 Per Linear Foot - $109,600.00
R.D.C. Debris Removal Construction LLC, Benson, NC - $2.35 Per Linear Foot - $128,780.00
J & J Environmental, Edenton, NC - $2.35 Per Linear Foot - $128,779.00

On November 21, 2022, the District's Board of Supervisors reviewed and discussed the bids. Nathaniel Woolard, District Resource Conservation Specialist, reported that each bidder met all required RFP specifications, and that personal contact was made to check the references of Landscaping Unlimited and L & S Feed. The references of all others were not checked. R.D.C. Debris Removal Construction LLC and J & J Environmental are known to the District as each has an outstanding reputation with this District for the quality of work that they have provided on past projects. Hall American Property Pros is currently working on Phase III of this project. After thoughtful consideration of reference checks, the scope of work to be addressed, and due diligence performed by the District, Wayne Black, Board Supervisor, offered a motion to approve Landscaping Unlimited, with a bid of $67,404.00, as the contractor best suited to accomplish Phase IV of the District's watershed restoration project. Tracy Warren, Board Supervisor, seconded the motion. The motion was approved.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommend that the Beaufort County Board of Commissioners support their selection of Landscaping Unlimited to accomplish the proposed scope of work within Phase IV of this Watershed Restoration Project along with a Purchase Order, in the amount of $67,404.00, to retain the services of Landscaping Unlimited.

Attachments:
1. Bid Tabulation

Bid Tabulation

Bid/Quote Tabulation

Project: BCSWD 2020 Watershed Restoration Project Phase IV
Date: November 16, 2022

Description: Stream Debris Removal
(as per RFP dated 10/26/2022)

Vendor Name:	Equipment List	References	Bidder Qualifications	Proof of Insurance	Price per Foot	Total Cost
Grillot Construction LLC	x	x	x	x	$ 3.85	$ 210,980.00
Russell Enterprises	x	x	x	x	$ 3.29	$ 180,292.00
Zulu Marine	x	x	x	x	$ 9.09	$ 498,132.00
Hall American	x	x	x	x	$ 1.75	$ 95,900.00
Landscaping Unlimited	x	x	x	x	$ 1.23	$ 67,404.00
L & S Feed	x	x	x	x	$ 2.00	$ 109,600.00
RDC Debris Removal	x	x	x	x	$ 2.35	$ 128,780.00
J & J Environmental	x	x	x	x	$ 2.35	$ 128,779.00

Authorized Signature / Commissioner : Ken Mac

Witness: Hallie Jones 11/16/2022

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Ann Williams and Nathaniel Woolard, Soil and Water

Agenda Title: Contract Award, Project Budget Ordinance, and Purchase Order

Summary of Information: The Beaufort Soil and Water Conservation District (District) was awarded grant funds through the Streamflow Rehabilitation Assistance Program (StRAP) to continue its work in removing storm debris from various Beaufort County waterways. Contract No. 22-080-4008, in the amount of $334,931.00, was approved by the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation (Division). A Request for Proposals (RFP) for this work was published on September 22, 2022. Three bids were received. The bids were opened on October 12, 2022. Those bids were:

Hall American Property Pros, Columbia, NC - $5.00 Per Linear Foot - $111,645.00
R.D.C. Debris Removal Construction LLC, Benson, NC - $7.77 Per Linear Foot - $173,496.33
J & J Environmental, Edenton, NC - $13.98 Per Linear Foot - $312,159.00

On October 17, 2022, the District's Board of Supervisors reviewed the bids. Nathaniel Woolard, District Resource Conservation Specialist, reported that each contractor that offered a bid met all required RFP specifications and that references provided were not checked. As already known, R.D.C. Debris Removal Construction LLC and J & J Environmental have outstanding reputations with this District based on the professionalism and quality of work they provided on past projects. Hall American Property Pros was selected to accomplish the District's Phase III Stream Debris Removal Project with grant funds provided through the Watershed Rehabilitation Project. That project is scheduled to begin no later than November 1, 2022. The District's Board of Supervisors discussed the Scope of Work to be accomplished with StRAP grant funds, the contractual start and end dates, and whether Hall American Property Pros, the lowest bidder, could simultaneously accomplish two projects with different scopes of work and fish spawning moratoriums. After thoughtful discussion and consideration of current and new projects, the bidders, their bid offers, and due diligence performed by the District's Board of Supervisors, Sid Cayton, Board Supervisor, offered a motion to approve R.D.C. Debris Removal Construction LLC, the second lowest bidder at $173,496.33, to accomplish this StRAP project. Wayne Black, Board Supervisor, seconded the motion. The motion was approved.

During a meeting of the District's Board of Supervisors, on November 21, 2022, additional review and discussion was held on the choice of a contractor to complete the initial phase of its StRAP project. Nathaniel provided an update and pictures of the District's current stream debris removal work which

began on October 24, 2022 with Hall American Property Pros. Based on the update provided, the Board of Supervisors determined that their initial selection of R.D.C. Debris Removal Construction LLC, the second lowest bidder on the StRAP project, would more satisfactorily complete the scope of work identified rather than the lowest bidder. With discussion complete, Archie Griffin, Board Supervisor, offered a motion to move forward with the Board's initial selection of R.D.C. Debris Removal Construction LLC, the second lowest bidder at $173,496.33, to complete the initial phase of the StRAP project. Wayne Black, Board Supervisor, seconded the motion. The motion was approved.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommend that the Beaufort County Board of Commissioners support their selection of R.D.C. Debris Removal Construction LLC to accomplish the proposed scope of work in this initial phase of their Streamflow Rehabilitation Assistance Project. The District further requests that the Board of Commissioners support a Project Budget Ordinance for the StRAP project, in the amount of $334,931.00, and a Purchase Order, in the amount of $173,496.33, to retain the services of R.D.C. Debris Removal Construction LLC.

Attachments:
1. StRAP Award Notification

Bid/Quote Tabulation

Project: BCSWD Streamflow Rehab Assistance Program
Date: October 12, 2022

Description: Stream Debris Removal
(as per RFP dated 9/22/2022)

Vendor Name:
RDC Debris Removal
Hall American Property
J & J Environmental

Equipment List	References	Bidder Qualifications	Proof of Insurance	Price per Foot	Total Cost
X	X	X	X	$ 7.77	$ 173,496.33
X	X	X	X	$ 5.00	$ 111,645.00
X	X	X	X	$ 13.98	$ 312,159.00

Authorized Signature/Commissioner Jerry E Hayley 10-12-22 14:08

Witness Hallie Jones

AN ORDINANCE TO ESTABLISH A GRANT PROJECT
NC DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF SOIL AND WATER CONSERVATION
STREAM DEBRIS REMOVAL GRANT#22-080-4008
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 project authorized is for Stream Debris Removal.

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

Revenues:		
140-3481-433055	STREAM DEBRIS REMOVAL 22-080-4008	$334,931
Expenses:		
140-4963-559912	STREAM DEBRIS REMOVAL 22-080-4008	$334,931

Section 3. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 4. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements.

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. 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 7. This ordinance shall become effective upon its adoption.

This the 5th day of December, 2022.

_____
Chairman

Attest:

_____
Clerk

Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

August 19, 2022

Nathaniel Woolard
Beaufort SWCD
155C Airport Rd
Washington, NC 27889

ACCEPTANCE OF AWARD NOTIFICATION

Dear Nathaniel Woolard,

On behalf of Commissioner Steve Troxler and the N.C. Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of $334,931.00.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the contract that you signed. Enclosed is a fully executed contract for your records.

The forms listed below are used to fulfill the departmental reporting requirements of the StreamFlow Rehabilitation Program (StRAP).

1. StreamFlow Assistance 50% Progress Report,
2. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report
3. Request for Payment form

If you have any questions regarding the contract, please contact Heather Reichert at 919-707-3768 or by email at heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for your participation in the StreamFlow Rehabilitation Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures:
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort SWCD
PROJECT TITLE/NAME: Streamflow Rehab Assistance Program
CONTRACT #: 22-080-4008

GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No	✓	Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No	✓	Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No	✓	Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No	✓	Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No	✓	Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No	✓	Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No	✓	Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes		No	✓	Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes	✓	No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes	✓	No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G and H do NOT need to be returned with the final contract

TP 8/19/2022

Departmental Use Only

CENTER:2740
ACCOUNT: 536431
AMOUNT: $334,931
TIME PERIOD: June 1, 2022-
Dec. 31, 2024

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program– Government

CONTRACT # 22-080-4008

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Beaufort SWCD, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County and is further located at 155C Airport Rd Washington, NC 27889.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on June 1, 2022, and shall terminate on December 31, 2024, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$334,931.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By February 28, 2023, fifty percent (50%) of the award amount **$167,465.50** should be encumbered by contracts.

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

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

	In Kind	$
	Cash	$

[ ] c. The Grantee's matching requirement is _____, which consists of:

	In Kind	$
	Cash	$

The total Contract amount with matching funds is $ $334,931.00

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
  - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
  - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
  - First report will be due on or before the last day of October 2022.
  - The quarterly report will be submitted using the form shown as *Attachment F- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report*. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
  - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
  - Grantee shall submit a *Streamflow Assistance 50% Progress Report (Attachment G)* by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
  - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
  - Grantee will provide award letters for any subgrant.
  - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using *Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program,
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Nathaniel Woolard Beaufort SWCD 155C Airport Rd Washington, NC 27889 (252) 946-4989 Ext.3 nathaniel.woolard@co.beaufort.nc.us	Same

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment

- Payment due date
- Adequacy of documentation supporting payment

- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

(This space is internally left blank)

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: Beaufort Soil and Water Conservation District

Signature of Authorized Representative	Date
James Allen	Chairman
Printed Name	Title

Witness:

Signature	Date
Ann Williams	Resource Conservation Office Manager
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date

N. David Smith, Chief Deputy Commissioner

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (I) is not a municipal corporation and (II) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment B

Streamflow Rehabilitation Assistance Program Scope of Work v.1			
Applicant Name:	Beaufort SWCD		
Payee Name	Beaufort County	Payee Tax ID	56-6001521

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Cypress Runn	6,100	Trees down and blocking drainage as along with multiple trees overhanging at or past 45 degrees.	Plan to remove all debris and overhanging trees froom the flood palin by means of hauling and chipping.	0	$91,500
B	Gum Swamp	5,500	Trees down and blocking drainage as along with multiple trees overhanging at or past 45 degrees.	Plan to remove all debris and overhanging trees froom the flood palin by means of hauling and chipping.	0	$82,500
C	Broomfield Swamp Creek	7,750	Trees down and blocking drainage as along with multiple trees overhanging at or past 45 degrees.	Plan to remove all debris and overhanging trees froom the flood palin by means of hauling and chipping.	0	$116,250
D	Great Branch	2,979	Trees down and blocking drainage as along with multiple trees overhanging at or past 45 degrees.	Plan to remove all debris and overhanging trees froom the flood palin by means of hauling and chipping.	0	$44,681
E						
F						
G						
H						
I						
J						
TOTALS:		22329			0	334931

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					0

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Send out Request for Proposals.
B	Oct - Dec 2022	The Beaufort SWCD Board of Supervisors will select a contractor, and work will begin.
C	Jan - Mar 2023	Depending upon availability of the contractor, work will continue.
D	Apr - June 2023	Suspend Work for Anadromous Fish Spawning Area Moratorium.
E	July - Sept 2023	Suspend Work for Anadromous Fish Spawning Area Moratorium.
F	Oct - Dec 2023	Work will resume based on availability of contractor.
G	Jan - Mar 2024	Complete work associated with StRAP Program.
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their 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 contract, 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.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil 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;

c) Are 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. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

Beaufort County	121 W 3rd Street
	Washington, NC 27889

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Beaufort Soil and Water Conservatiom District

Grantee Organization Name

James Allen 8-18-22

Signature of Authorized Representative Date

James Allen Chairman

Printed Name of Authorized Representative Title

Attachment D

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name: Beaufort SWCD

County of Residence: Beaufort

District Number *(MUST BE FILLED IN)*: 07

Tax Id Number: 56-6001521

UEI Number**: Q14JUM5NZQ43

I have started the UEI process but not received a UEI number. ☐

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, If you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: June 30
(MM/DD) Format

Grantee's Website: http://www.beaufortcountync.gov

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

The District has been in existence since 1963. Three District employees and NRCS assist Beaufort citizens with problems associated with soil erosion and water quality/quantity through both technical and financial assistance.

Current project timeline: Begin date 06/01/2022 End Date 12/31/2024

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Vegetative debris, associated with the aftermath of numerous tropical storms and hurricanes over the years, will be removed from designated Beaufort County waterways identified in this project's Scope of Work. Removal of the vegetative debris will provide effective drainage.

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

- ☑ Single County
- ☐ Regional**
  - ☐ Mountains
  - ☐ Piedmont
  - ☐ Inner Coastal Plain
  - ☐ Tidewater
- ☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.	
Date:	August 15, 2022
Legal Applicant Organization/Agency Name:	Beaufort Soil and Water Conservation District
Federal Tax Identification Number:	56-6001521

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~NON GOVERNMENTAL ORGANIZATIONS ONLY: (Must match Contract signature)~~

~~Board Chair, Executive Director, etc.~~	~~Financial Representative, Treasurer, etc.~~
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title: James Allen, Chairman	Print Name & Title: Anita C. Radcliffe, Chief Financial Officer
Signature:	Signature:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: West Overman, Public Works

Agenda Title: Mega-site Property Search Authorizations

Summary of Information: County staff have been working closely with Garrett & Moore, Inc. for several months to locate potential properties for siting of two Solid Waste Mega-sites. Potential sites have been narrowed down to six sites, three on the north side of the river and three on the south side. Garrett & Moore has assisted with mapping contours, wetlands, streams, and potential site layouts.

Staff requests authorization to contact landowners of the potential sites and negotiate possible purchase prices. A final offer to purchase each site would be subject to Board approval and funding decision.

Additional assistance is needed from Garrett & Moore for staff to continue proper evaluation of properties and develop potential offers for landowners. Tasks include modifying conceptual designs to fit preferred sites, assisting in presenting preferred sites to the BOC in closed session, and other property acquisition assistance as needed beyond the scope included in Task Order 2022-1.

The attached proposed Task Order 2022-2 details tasks which total a not exceed amount of $32,674. Funding for these services would be determined by the Board.

Submitter Recommendations/Motions:

1. Authorize staff to contact landowners and negotiate to develop formal offers to be approved by BOC.
2. Approve proposed Garrett & Moore Task Order 2022-2 and determine source of funding.

Attachments:
1. Garrett & Moore Proposed Task Order 2022-2

TASK ORDER NO. 2022-2
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated July 8, 2021 between Beaufort County, North Carolina (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

CONVENIENCE (MEGA) SITES

PREFERRED SITE CONCEPTUAL DESIGN MODIFICATION & PROPERTY PURCHASE CLOSING ASSISTANCE

Beaufort County (OWNER) is in the process of siting two Mega Convenience Sites, one North and one South of the Pamlico River. Beaufort County has requested Garrett and Moore, INC. (ENGINEER) to assist in the acquisition of the properties for the future Mega Convenience Centers.

1. The Basic Services of ENGINEER for this Task Order are as follows:

Task 1 – Conceptual Design Modification

Following OWNER selection of two preferred sites on the north side of the County and two preferred sites on the south side of the County ("Preferred Sites"), ENGINEER will modify the mega convenience site conceptual design (established in Task Order 1, Task 1 – Conceptual Design) to "fit" up to four "Preferred Sites" for approval by OWNER.

Assumptions:

- The four "Preferred Sites" selected by OWNER in this task will be four of the six top-ranked sites approved by OWNER as established in Task Order 1, Task 2 – Site Selection, two parcels on the south side and two parcels on the north side.
- Up to four total conceptual site design modifications, one for each of the four "Preferred Sites" selected by OWNER.
- Conceptual site design only to include a two-dimensional site layout - not to include final grading plan or construction documents.

Task 2 – Presentation of Conceptual Design Modifications

ENGINEER will present the modified conceptual designs for the "Preferred Sites" from Task 1 of this task order to the OWNER at a meeting of the Board of Commissioners.

Assumptions:

- This task will require one representative ENGINEER to attend one in-person meeting.
- No recommendation for property purchase will be made by ENGINEER.

Task 3 – Property Purchase Closing Assistance

It may be necessary for additional engineering effort for property acquisition beyond what was outlined in Task Order 2022-1.

This task may include additional meetings with County Staff and/or Commissioners, negotiations with property owners as required, provision of the County attorney with information required to prepare closing documents for property purchase, additional site visits, or other property evaluations.

Please note that in Task Order 2022-1 between OWNER and ENGINEER, property acquisition assistance by ENGINEER was limited to due diligence assistance and facilitation of septic system perk tests for two properties.

Assumptions:

- This Task is limited to property purchase closing assistance efforts associated with two (2) of the four "Preferred Sites" selected by OWNER.
- This task assumes a maximum of 4 meetings with property owners per "Preferred Site", for a total of 8 meetings.

2. The responsibilities of OWNER are as follows:

   - Prior to Task 1, OWNER will evaluate and select two preferred sites on the north side of the County and two preferred sites on the south side of the County, from the six top-ranked sites approved by OWNER as established in Task Order 1, Task 2 – Site Selection.

3. The time period for the performance of ENGINEER's services are as follows:

   - Task 1 will be completed within 30 days of OWNER selection of four Preferred Sites.
   - None for Tasks 2 and 3 – seller/OWNER controlled.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

   ENGINEER will invoice OWNER monthly on an hourly basis for each task, NOT TO EXCEED task totals presented in the following table.

Task	**Fee (not to exceed)**
Task 1 – Conceptual Design Modification	$10,608
Task 2 – Presentation to Board of Commissioners	$ 5,304
Task 3 – Property Purchase Negotiation and Closing Assist.	$16,762
Total, Not to exceed	**$32,674**

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment:

   - None.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order to be effective as of the date executed by OWNER.

FOR THE OWNER:

Beaufort County, North Carolina

By: _____

Name: Brian M. Alligood
Title: County Manager

Date: _____

FOR THE ENGINEER:

Garrett & Moore, Inc.

By: _____

Name: Vance F. Moore, P.E.
Title: President

Date: November 23, 2022

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Discussion

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Economic Development Update

Summary of Information: Commissioner Rebholz is requesting an update on economic Development in Beaufort County.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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:

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Copy Pro Copier/Printer Contract Renewal

Summary of Information: The County's 5-year lease agreement with our current copier/printer services provider, CopyPro, is at the end of its term. A thorough review of the leased equipment has been done by County Staff and our CopyPro representative to determine which machines need to be changed out due to aging equipment and departmental needs. The new 5-year CopyPro contract renewal will allow us to upgrade and install new equipment in various departments throughout the County while offering a savings of $3,182 per year.

Copy Pro is a member of an approved Cooperative Purchasing Group with the State of North Carolina which allows the County to contract directly with them without going through the bidding process. Staff recommends entering into a 5-year contract with Copy Pro for copier/printer services.

Submitter Recommendations/Motions: Authorize the County Manager to sign a new 5-year contract with CopyPro.

Attachments:
-Contract
-Cost Analysis

COPYPRO
The Professional Office Systems People

3103 Landmark Street, Greenville, NC 27834
5509-A Business Drive, Wilmington, NC 28405
Toll free: (800)682-6558 * Fax: (252)756-9597

Order Number: _____
PO Number _____
Bill To: _____
Ship To: _____
Invoice #: _____

Equipment Order and Sales Contract

QUANTITY	DESCRIPTION	SERIAL NUMBER	UNIT PRICE	EXTENDED PRICE
2	KONICA MINOLTA C550I			
6	KONICA MINOLTA C450I			
3	KONICA MINOLTA C360I			
2	KONICA MINOLTA C300I			
4	KONICA MINOLTA C3350I			
3	KONICA MINOLTA C3300I			
16	KONICA MINOLTA 4700			
3	KONICA MINOLTA 4050I			

Leasing Information and Equipment Trade-In

Lease: Leasing Co: J&M Executive Leasing Term: 60 mths @ $ 3,644.51

Trade-In: Model #: MULTIPLE Serial # _____ End Meter: _____

Reason for Removal: Upgrade T/I Allowance: _____

Freight & Delivery	
Subtotal	
Sales Tax	
Grand Total	

CopyPro, Inc. agrees to sell, and the undersigned buyer agrees to purchase, the equipment, maintenance, and supplies listed on this contract (the equipment) under the terms herein stated. Even though the equipment may be installed before payment is received, title to the equipment shall not pass to the buyer until payment in full, which is due ten days from the date of installation, is received by CopyPro, Inc. If payment is not received within thirty days of installation, CopyPro shall be authorized to take possession of, and the buyer shall surrender, the equipment. Any such repossession of the equipment by CopyPro, Inc. shall not in any way effect other remedies available under the law to CopyPro, Inc.

Maintenance and Supply Information

Maintenance Agreement: ☑ Yes ☐ No ☐ Considering ☑ Included with lease

Price Quoted: Included per ☑ Month ☐ Quarter ☐ Year or 24,000 b&w prints/click and 13,000 color prints/click, whichever occurs first. Overages: 0.00620 per b&w print/click and 0.04200 per color print/click.

Maintenance program—copy drum is: ☑ inclusive ☐ exclusive

Maintenance program is: ☑ inclusive of supplies, except paper and staples
☐ exclusive of supplies

Supply inclusive maintenance agreement includes all maintenance, parts, and supplies, excluding paper and staples. Average supply yields are based the following fills: 6 % b&w fill and 20 % color fill. If fill is determined to be more than an average of these fills, customer may be required to purchase additional toner. **Customer to initial here in acceptance of supply yield provision:** _____

CopyPro Remote will be installed for the purpose of automated meter collection.
Customer to initial here in acceptance of CopyPro Remote provision: _____

PO# for maintenance (for cash sales/non-lease inclusive): _____

Estimated current monthly volumes: _____ B&W _____ Color

_____ **Connection of up to 5 workstations covered under existing Connection Protection Agreement.**
_____ **Contract includes connection of up to 5 workstations.**

Comments for Maintenance & Supply:
PRINTER VOLUMES INCLUDE 12,572 B/W, 790 COLOR, OVGS .015/.051

Sales Representative Hillary Maddox

Comments _____

Received $ _____ on _____ 20____ with order.

Key Op and Installation Information

Connect System to Print: (circle one) Yes No
If yes, must have IT Contact Name and Phone#

IT Contact Name: _____ Phone#: _____

Key Operator Name: HOLLIE Phone#: (252) 946-0079

Requested Install Date: _____ Start Meter: _____

Company Name: COUNTY OF BEAUFORT

Street Address: 121 W. 3RD ST.

City: WASHINGTON State: NC Zip: 27889

Equipment Location: _____

Bill to information:

Street Address: _____

PO Box: _____ Phone: (252) 946-0079

City: _____ State: _____ Zip: _____

Authorized by (signature:) _____

Printed Name: _____

Title: _____ Date: _____

Email: _____

STANDARD "WALK UP" MFP / COPIER AGREEMENT TERMS AND CONDITIONS

For maintaining the walk-up copying functionality of the base copier equipment, COPYPRO, INC. agrees to perform maintenance service in accordance with the following terms and conditions

1. The initial term of this Agreement shall be for a period of one year from date of equipment purchase and shall be automatically renewed, at the then current rate, for an additional period of twelve (12) months unless written notice of the termination is received by either the Customer or (CopyPro, Inc.) at least thirty (30) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without COPYPRO's prior written consent. COPYPRO,INC. may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. COPYPRO, INC. reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from COPYPRO, INC.'s nearest Service Center. Equipment may not be relocated without the prior written approval of COPYPRO, INC.

2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.

3. This Agreement does not cover network/connectivity support. All network/connectivity support beyond the initial installation will be chargeable at COPYPRO, INC.'s standard time and materials rates, unless covered by a CopyPro Connection Protection Agreement.

4. The minimum Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due upon receipt of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases.

5. CopyPro, Inc. or it's assigned servicing Dealer will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment to keep the Equipment in efficient operating order during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) provided that the Equipment is in good working order on the date of commencement of this Agreement. Consumable Supplies (toner, developer, Image Units and drums) are excluded unless otherwise noted on the front of this Contract/ Sales Agreement. Supply Inclusive Maintenance Agreement (SIMS) include all consumables, parts and labor. Scan click charges (if applicable) are not included under this agreement.

6. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at COPYPRO, INC.'s then current rate. Additional chargeable services include but are not limited to:

a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies, parts or attachments which do not meet published specifications and/or which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.

b) Subsequent repairs made when personnel other than those of COPYPRO, INC. or its assigned Servicing Dealer perform service.

c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than COPYPRO, INC. or its assigned Servicing Dealer. COPYPRO, INC. reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.

d) Work which Customer requests to be performed outside regular business hours.

e) Shop reconditioning or modification to the Equipment except as specified by CopyPro, Inc.'s Technical Service Department to assure greater performance of the Equipment.

All of the foregoing shall be invoiced in accordance with CopyPro, Inc.'s established per-call rates and terms in effect. When in CopyPro, Inc.'s opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through CopyPro, Inc.'s routine preventive maintenance service, or if work beyond the scope of this Agreement is required, CopyPro, Inc. shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, CopyPro, Inc. shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by CopyPro, Inc. shall become property of CopyPro, Inc.. CopyPro, Inc. shall have full and free access to the equipment to provide service thereon. Neither COPYPRO, INC. nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.

7. Customer agrees to:

a. Provide COPYPRO, INC. with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.

b. Expenses incurred for supplies consumed in the course of the service performed by COPYPRO, INC. technical personnel or damaged/misused by the customer are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

8. COPYPRO,INC.'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF COPYPRO,INC. CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT COPYPRO,INC. SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.

9. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.

10. COPYPRO,INC. reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the CopyPro,Inc. for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse COPYPRO,INC. for all attorney fees and costs COPYPRO,INC. expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in Pitt County. Further, this Agreement shall be interpreted exclusively under the laws of the State of North Carolina.

J & M Executive Leasing

Platinum Agreement

APPLICATION NO.	AGREEMENT NO.

3103 Landmark Street • Greenville, NC 27834 • Phone: 252.756.3175

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **J & M Executive Leasing, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME: COUNTY OF BEAUFORT

STREET ADDRESS: 121 W. 3RD ST.

CITY: WASHINGTON | STATE: NC | ZIP: 27889 | PHONE: (252) 946-0079 | FAX:

BILLING NAME (IF DIFFERENT FROM ABOVE):

BILLING STREET ADDRESS:

CITY | STATE | ZIP | E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
2 KONICA MINOLTA C550I			☐
6 KONICA MINOLTA C450I			☐
3 KONICA MINOLTA C360I			☐
2 KONICA MINOLTA C300I			☐
3 KONICA MINOLTA 4050I			☐
16 KONICA MINOLTA 4700			☐
4 KONICA MINOLTA C3350I			☐
3 KONICA MINOLTA C3300I			☐
			☐
			☐

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of $ 3,644.51 *If you are exempt from sales tax, attach your certificate.* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 24,000 B&W pages per month — Overages billed monthly at $ 0.00620 per B&W page*

Payment includes 13,000 Color pages per month — Overages billed monthly at $ 0.04200 per Color page*

_____ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☑ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials

☐ Purchase all of the Equipment for $1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

J & M Executive Leasing, LLC | SIGNATURE | TITLE | DATED

LESSOR

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

COUNTY OF BEAUFORT | X | | |

CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED

FEDERAL TAX I.D. # | PRINT NAME

TERMS AND CONDITIONS *(Continued on Page 2)*

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier and the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. If we are required to remit personal property taxes with respect to the Equipment or for your use of any Financed Items under this Agreement, we may charge you a processing fee for our administering of such property tax filings. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of $250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to $50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 of this Agreement for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 20% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

EXECUTIVE LEASING-COPIERS SERVICE				Vendor #5291		all models will have power surge protectors	
	Equipment ID	Model	Location	GL Account	Current Cost	NEW MODEL	New Price
Tax Assesors	EQU3903	C4503		104142 544000	$352.60	C450I, PAPER FEED, RELAY, FINISHER, HOLE PUNCH, FAX	$234.29
Tax Assesors	EQU3568	C3100P	Bobby	104142 544000	$83.77	C3300I	$53.13
Tax Assesors	EQU3888	4700P	Cindy	104142 544000	$76.86	4700I	$32.89
			Total lease & maintenance:		$513.23		$320.31
Tax Collector	EQU3886	4700P	Window 1	104146 544000	$37.77	4700I	$32.89
Tax Collector	EQU3885	4700P	Window 2	104146 544000	$37.77	4700I	$32.89
Tax Collector	EQU3883	4700P	Window 3	104146 544000	$37.77	4700I	$32.89
Tax Collector	EQU3882	4700P	Hollie	104146 544000	$37.77	4700I	$32.89
			Total lease and maintenance:		$151.08		$131.56
Register of Deeds	EQU3880	4700P	Counter	104180 544000	$37.77	4700I	$32.89
Register of Deeds	EQU3879	4700P	Counter 2	104180 544000	$37.77	4700I	$32.89
Register of Deeds	EQU3878	4700P	Counter 3	104180 544000	$37.77	4700I	$32.89
Register of Deeds	EQU3877	4700P	Records Room	104180 544000	$37.77	4700I	$32.89
Register of Deeds	EQU3876	4700P	Records Room	104180 544000	$37.77	4700I	$32.89
Register of Deeds	EQU3887	4700P	Records Room	104180 544000	$37.77	4700I	$32.89
			Total lease and maintenance:		$226.62		$197.34
Water Department	EQU3895	C4503		607130 544000	$281.89	C450I CABINET, FAX, FINISHER	$212.53
			Total lease & maintenance:		$281.89		
Land Records	EQU3900	C4503		104900 544000	$281.89	C450I PAPER FEED, FAX	$209.08
			Total lease & maintenance:		$281.89		
Board of Elections	EQU3897	C4503		104170 544000	$297.89	C450I PAPER FEED, RELAY, FINISHER, HOLE PUNCH, FAX	$234.29
Board of Elections	EQU3201	MP301	Anita	104170 544000	$91.10	4050I	$55.58
Board of Elections	EQU3273	MP301	Front Desk	104170 544000	$91.10	4050I	$55.58
			Total lease & maintenance:		$480.09		$345.45
Veterans	EQU3202	MP301		105820 544000	$101.10	4050I	$55.58
			Total lease & maintenance:		$101.10		
BC Admin/Managers Office	EQU4418	C5503	Copier in Hall		$1,063.43	C550I PAPER FEED, RELAY, BOOKLET FINISHER, HOLE PUNCH, FAX	$308.80
				104110 544000	$648.69		
				104120 544000	$170.15		
				104390 544000	$170.15		
				104132 544000	$74.44		
BC Admin/Managers Office	EQU3830	C306	Bernadette	104120 544000	$201.84	C3350I	$91.08
BC Admin/Managers Office	EQU3890	4700P	Water	607130 544000	$100.77	4700I	$32.89
BC Admin/Managers Office	EQU3889	4700P	Closet	104132 544000	$100.77	4700I	$32.89
			Total lease & maintenance:		$1,466.81		$465.66
BC Admin/Managers Office	EQU3826	C306	Maintenance	104190 544000	$201.84	C3350I	$91.08
Tax Planning	EQU3894	C4503		104900 544000	$334.60	C300I CABINET, FAX	$123.30
			Total lease & maintenance:		$334.60		$214.38
				Total	4039.15		
Financial Services/Water	TOSHIBA	4505A			233.25	C450I PAPER FEED, RELAY, FINISHER, HOLE PUNCH, FAX	234.29
Tax Collector	EQU2911	C4503		104146 544000	$267.00	C550I CABINET, RELAY, FINISHER, HOLE PUNCH, FAX	$201.95
Water Department	EQU3683	C306	Christina	607130 544000	$112.00	C3350I	$85.64
Water Department	EQU3825	C306	Southside	607130 544000	$112.00	C3350I	$85.64
Water Department	EQU3588	C3100P	Eric	607130 544000	$63.00	C3300I	$53.13
Water Department	EQU3875	4700P	Cashier 1	607130 544000	$56.00	4700I	$32.89
Water Department	EQU3874	4700P	Cashier 2	607130 544000	$56.00	4700I	$32.89
Water Department	EQU3656	4700P	Meter Reader/West?	607130 544000	$54.00	4700I	$32.89
BC Animal Control	EQU3873	MP301	Billy	104380 544000	$59.79	SEPARATE CONTRACT	$0.00
				TOTAL	$1,013.04		$759.32
Economic Development	EQU3898	CS450		104920 544000	$883.68	C450I CABINET, RELAY, FINISHER, FAX	$214.51
				TOTAL	883.68		
Register of Deeds	EQU3896	C4503		104180 544000	$246.00	C300I CABINET, FAX	$123.30
				TOTAL	$246.00		
Health dept	EQU2730	CK34E	Health dept	105110 543000	$79.25	C360I PAPERFEED, RELAY, FINISHER, HOLE PUNCH	$118.20
	EQU2758		Enviromental Health	105180 543000	$114.25	C360I PAPER FEED, RELAY, FINISHER, HOLE PUNCH, FAX	$136.10
	NEW	HP	Admin office		$452.00	C360I PAPERFEED	$141.19
				TOTAL	$645.50		$395.49
total current cost				TOTAL CURRENT:	$6,827.37	Total proposed upgrade cost	$3,644.51
						** SAVINGS OF $3,182.86 PER YEAR	

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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. Garris 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. Garris, to fill the unexpired term of Jennifer Whitehurst, Beaufort County Register of Deeds, effective January 1, 2023.

Attachments:
1. NCGS 161-5
2. Notification of Appointee by BCGOP

§ 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.)

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

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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

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Brian Alligood, County Manager

Agenda Title: Establish Salary for New Register of Deeds

Summary of Information: Carolyn L. Garris 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 December 5, 2022, will appoint Ms. Garris 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. Garris 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. Garris.

Submitter Recommendations/Motions: Establish the starting salary for Carolyn L. Garris, 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 Garris 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 Tecnicial 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	FLSA	SAFETY SENSITIVE	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 SENSITIVE	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			

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

Office: 252-946-0079
Fax: 252-946-7722
brian.alligood@beaufortcountync.gov

www.beaufortcountync.gov

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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 (franciscolaw@suddenlinkmail.com) <franciscolaw@suddenlinkmail.com>
Subject: Retirement of ROD Mid-Term and NCGS 161-5

You don't often get email from brian.alligood@beaufortcountync.gov. Learn why this is important

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
brian.alligood@beaufortcountync.gov
www.beaufortcountync.gov

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https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/

UNC SCHOOL OF GOVERNMENT

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 . . .

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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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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).)

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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: 12/5/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Establish Salary for New Sheriff

Summary of Information: Scott Hammonds was elected Beaufort County Sheriff in the 2022 General Election. He was sworn into office this morning.

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 position of Sheriff is a Grade 83. The Human Resources Director has reviewed the education and work history of Sheriff Hammonds included on his resume. Based on that information, she recommends a salary of $117,449, which is mid-point of the grade.

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 Sheriff Hammonds.

Submitter Recommendations/Motions: Establish the starting salary for Sheriff Scott Hammonds.

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. Scott Hammonds - 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 Tecnicial 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	FLSA	SAFETY SENSITIVE	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 SENSITIVE	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			

https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/

UNC SCHOOL OF GOVERNMENT

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 . . .

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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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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

You don't often get email from brian.alligood@beaufortcountync.gov. Learn why this is important

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

Office: 252-946-0079
Fax: 252-946-7722
brian.alligood@beaufortcountync.gov

www.beaufortcountync.gov

E-mail correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

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

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.

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 (franciscolaw@suddenlinkmail.com) <franciscolaw@suddenlinkmail.com>
Subject: Retirement of ROD Mid-Term and NCGS 161-5

You don't often get email from brian.alligood@beaufortcountync.gov. Learn why this is important

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
brian.alligood@beaufortcountync.gov
www.beaufortcountync.gov

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§ 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).)

ARNOLD SCOTT HAMMONDS

SHERIFF, Beaufort County
North Carolina

CONTACT

PHONE:
252-945-6059

EMAIL:
ssnobleeagle@gmail.com

HOBBIES

OUPV USCG Captains License
Scuba Diving
Boating
Precision Shooting

EDUCATION AND CERTIFICATION

Beaufort County Community College
2009
AAS, Criminal Justice Technology
Deans List

Basic Law Enforcement Training Certificate
1993, North Carolina Justice Academy

NC STATE HIGHWAY PATROL First Line Supervisor Certified

NC STATE HIGHWAY PATROL Field Training Supervisor Certified

United States Air Force Honor Guard Certified

Southern Nash Senior High School
1984
High School Diploma

United States Coast Guard Captain License (OUPV) 6-PAK, 2018

North Carolina Department of Justice Advanced Law Enforcement Certificate

Certified Advance Scuba Diving Certification with emergency response diver processes in Public Safety Role (ERDI)
Practical Purpose and role is an underwater investigator, evidence recovery, collection of body recoveries, and process of evidence while maintain custody of evidence within the law enforcement environment.

WORK EXPERIENCE

NC Department of Public Safety (North Carolina Highway Patrol)
2003-2019, Retired Sergeant / Supervisor

This is supervisory work assisting in the directing of highway patrol activities within an assigned district. Employees supervise a highway patrol station with responsibilities for the discipline and conduct of an assigned squad engaged in the enforcement of traffic laws and reducing crime on public streets and highways in North Carolina. Employees receive and convey orders, trains new Troopers in the field, and inspects equipment and personal appearance of squad. Employees assists with planning and evaluating accident prevention programs and may conduct special investigations when delegated. Work is performed under general supervision and is reviewed by inspections and through oral and written reports to superiors.
[Describe your responsibilities and achievements in terms of impact and results. Use examples but keep in short.]

- Retired Field Training Supervisor; duties also involve being a role model to Field Training Officers that oversee standard operating procedures and training to Troopers

- Currently holds General Instructor Certification from North Carolina Justice Academy

- Retired SPECIALIZED INSTRUCTOR CERTIFICATION Explosive and Hazardous Materials Emergencies with numerous specialized trainings at Socorro New Mexico, Nevada proving grounds and test site specializing in Nuclear and Radiological sampling and identifying isotopes.

- Previous Certified by Commercial Vehicle Safety Alliance as a Motor Carrier Safety Trooper Federal Inspector of Passenger vehicle driver hours of service, Inspection and compliance of commercial vehicle safety inspections and Transportation of Bulk Hazard Materials, including specialized in Radiological and Nuclear Transportation security and escort across North Carolina.

- Mobile Field Force (MFF) member / Sergeant

North Carolina Division of Motor Vehicles, Size and Weight Law Enforcement Officer
1996-2003

- Performed the ALL duties of Motor Vehicle laws under General Statues Chapter 20.
- Patrolled North Carolina Highways and rural state roads enforcing seatbelt, careless and reckless driving, Insurance laws, and assisting disabled motorist
- Field Training Officer with North Carolina Division of Motor Vehicles in the Size and Weights compliance of oversized vehicles on the Highways of North Carolina.

North Carolina Division of Motor Vehicles, Senior Driver License Examiner
1992-1996

- Demonstrated ability to organize, plan, coordinate and manage programs and work
- At least two years of experience as a Driver License Examiner
- Experience examining and evaluating information or documents and making determinations based on analysis.
- Experience explaining policy, procedures, and/or laws to a driver's clientele
- Demonstrated experience resolving customer service issues or service-related problems

North Carolina Army National Guard, Military Police First Sergeant
1985-2017, Retired Military Police First Sergeant
Recipient of the Long Leaf Pine Award for 32 years' service

Responsible for a Worldwide deployable FORSCOM Maneuver, Fires and Effects (MFE) Military Police Company; overall responsible for the training, quality of life, safety, morale, health, welfare, discipline and combat readiness of 167 service members; principal advisor to the commander on all enlisted personnel issues and special emphasis areas; overseas unit daily operations consisting of supply, maintenance, administrative, and training functions; responsible for unit discipline and standards enforcement; maintains accountability and serviceability for all assigned Company MTOE Equipment and installation property valued in excess of $26,000,000.

Military Leadership Course Completion

- Primary Leadership Development Course
- Basic Noncommissioned Officer common Course
- Advanced Noncommissioned Officer Course
- First Sergeant Leadership Course

Military Police Experience

- Teaches classes on all Military Police procedures and operations
- Plans crime prevention matters
- Operates Evidence room
- Supervise Tactical Operations Center abroad
- Assist with S2 Intelligence analysis and supervision
- Performs as Battalion Security Manager
- Managed contract descope as contracting Officer Representative Operation Iraq Freedom
- Rewarded Meritorious Service Medal

Beaufort County Sheriff's Department, Reserve Deputy
1994-1996, Part time under Sheriff Nelson Sheppard

Patrol deputy throughout Beaufort County, Law enforcement duties at School functions, Hospitals, and other contract work managed by Sheriff's office, maintained updated training with Inservice and firearms according to Sheriffs Training and Standards.

Chocowinity Police Department, Part time Police Officer
1993-1994

Police officer duties of patrolling the town jurisdiction, identifying violations that met the statues of North Carolina laws and applied proper action according to standard operating procedures.

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: 2023 Board of Commissioners Meeting Schedule

Summary of Information: The following is the recommended 2023 Board of Commissioner meeting Schedule:

Monday, January 9, 2023
Monday, February 6, 2023
Monday, March 6, 2023
Monday, April 3, 2023
Monday, May 1, 2023
Monday, June 5, 2023
Monday, July 10, 2023
Monday, August 7, 2023
Tuesday, September 5, 2023
Monday, October 2, 2023
Monday, November 6, 2023
Monday, December 4, 2023

Planning Retreat:

Thursday, January 26, 2023
Friday, January 27, 2023

Budget Workshops:

May 15, 2023 - Manager's Recommended Budget
May 18, 2023 - General Fund
May 23, 2023 - General Fund and Enterprise fund
May 25, 2023 - Service Expansion - County & Outside Agencies
May 30, 2023 - Finalize Budget

Submitter Recommendations/Motions: Staff recommends approving the meeting schedule as presented.

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Board/Committee Appointments

Summary of Information: The following committees and boards require a Commissioner representative. These are boards or committees that are renewed annually.

Board or Committee	Current Appointee
Animal Control/Dangerous Dog Board	Commissioner Langley
College and Facilities Maintenance	Chairman Waters
Economic Development Advisory Committee	Commissioner Booth
EMS Oversight Committee	Commissioner Waters
Finance Committee	Commissioners Langley, Rebholz and Waters
Greene Lamp	Commissioner Langley
Highway 17 Association	Commissioner Walker
Juvenile Crime Prevention Committee	Commissioner Rebholz
RPO/TAC	Commissioner Rebholz, Alternate: Commissioner Booth
RPO/TCC	Alternate – Commissioner Rebholz
Vidant Hospital Board	Commissioner Langley
Water Committee	Commissioners Walker, Langley and Rebholz

You may elect to keep the appointments the same or choose a new representative amongst the Commissioners.

Submitter Recommendations/Motions: Recommend appointing a Commissioner to each Board or Committee

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Commissioner Frankie Waters

Agenda Title: Sidney Crossroads Speed Limit Request

Summary of Information: At a regular meeting on January 3, 2022, the Board voted unanimously to request that NCDOT study the Sidney Crossroads area to determine if a speed limit reduction was reasonable and appropriate based on existing and potential future conditions in this area.

Attached are a copy of the original e-mail request to Steven Hamilton, Division 2 Traffic Engineer, dated January 5, 2022, and a copy of his November 29, 2022 e-mail with recommendations and map.

NCDOT is requesting written support from the Board on the speed limit recommendations.

Submitter Recommendations/Motions: Provide written support from the Board to NCDOT for its recommended speed limit changes along NC 99 as detailed in the e-mail and map from Steven Hamilton, Division 2 Traffic Engineer dated November 29, 2022.

Attachments:
1. 01-05-2022 County Request E-mail
2. 11-29-2022 NCDOT Recommendations and Map

Brian Alligood

From:	Brian Alligood
Sent:	Wednesday, January 5, 2022 11:53 AM
To:	shamilton@ncdot.gov
Cc:	Katie Mosher
Subject:	Request for Speed Limit Reduction (Sidney Area)

Mr. Steven J. Hamilton, PE
Division Traffic Engineer
NCDOT Division 2
2815 Rouse Road Extension
Kinston, NC 28504

Dear Mr. Hamilton,

At a regular meeting on January 3, 2022, the Beaufort County Board of Commissioners heard a request from Mr. Billy Warren, a member of the Sidney Volunteer Fire Department, for the Board to support a request for a speed limit reduction on Sidney Road and NC Highway 99. The specifics of the request from Mr. Warren were that the speed limit on Sidney Road be reduced to 45 MPH from its intersection with NC 99 west for 0.6 miles and east for 1.5 miles to at least past the Sidney VFD; and that the speed limit on NC 99 be reduced to 45 MPH from its intersection with Sidney Road both north and south for 0.8 miles.

Mr. Warren told the Board that he had been in contact with you and that he was collecting signatures on a petition to submit to your office in consideration of the request.

The Board of Commissioners voted unanimously to request that NCDOT study the area described above to determine if a speed limit reduction is reasonable and appropriate based on existing and potential future conditions in this area.

Thank you for your consideration of this request by the Board. Please let me know if you have any questions or need additional information.

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

Brian Alligood

From: Hamilton, Steven J <shamilton@ncdot.gov>
Sent: Tuesday, November 29, 2022 1:54 PM
To: Brian Alligood; fwaters50@gmail.com
Cc: Cabaniss, Jeffrey D; Evans, James F
Subject: Request for Speed Limit Reduction (Sidney Area)
Attachments: Message from KM_364e

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Brian,

I have recently talked with Mr. Billy Warren as well as Commissioner Frankie Waters regarding the request for speed limit reduction along NC99 and SR1718 Sidney Road in the Sidney area. We have completed our evaluation and have the following recommendations.

Regarding Sidney Road east of NC99, based on the density of development and roadway alignment this section does not meet our criteria for a reduced speed zone. We also reviewed the Sidney Fire Station for advance warning signs. There are three statewide criteria which all must be met to install warning signs. Only one of the three criteria was met. Traffic volume on this section of Sidney Road has a Average Daily Traffic (ADT) of 1200 which exceeds the minimum 1000 ADT.

After reviewing Sidney Road west of NC99 we have determined that a 50-mph speed limit could be used and recommend such change. We will proceed with processing this change.

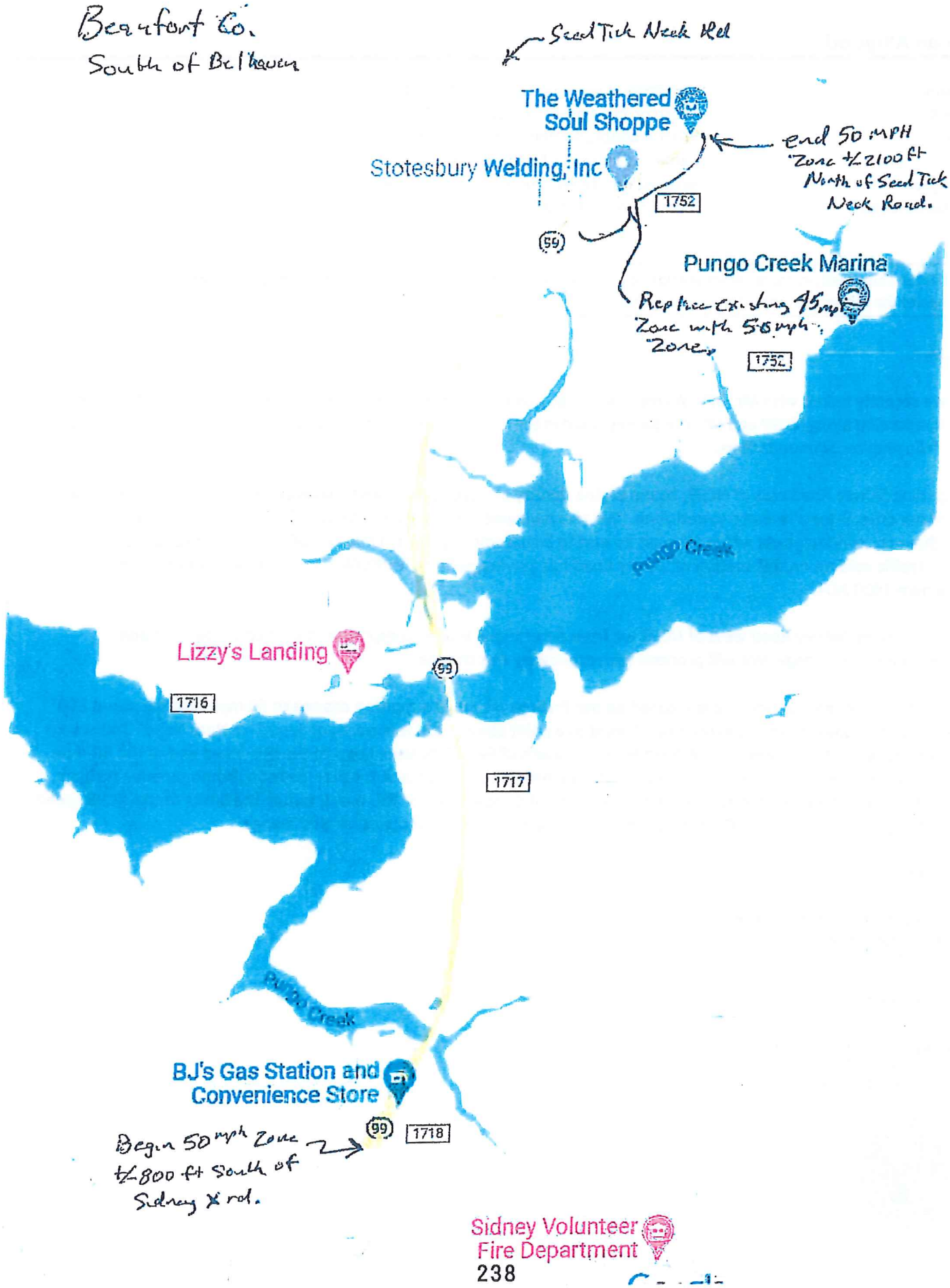
Along NC99 through the Sidney area; based on our findings we could support a change to 50 mph starting about 800 feet south of Sidney Road and extend northward to a point about 2100 feet north of Seed Tick Neck Road. This would involve changing the current 45 mph limit from just south of Seed Tick Neck Road to the proposed end of the 50-mph zone. The conditions in this area align more with the proposed 50 mph and it would be more homogeneous through this entire area. Attached for your reference is a copy of Google Map for this are denoting the limits of the NC99 speed limit change. We ask that the County Commissioners provide written support for this change.

Sincerely,

Steven J. Hamilton, PE, CPM
Division Traffic Engineer
Division Two

252 439 2816 office

NC Dept of Transportation
1037 W. H. Smith Blvd.
Greenville, NC 27834


Beaufort Co.
South of Belhaven
Seed Tick Neck Rd
The Weathered Soul Shoppe
Stotesbury Welding, Inc
End 50 MPH Zone +/- 2100 ft North of Seed Tick Neck Road.
1752
59
Pungo Creek Marina
Replace Existing 45 mph Zone with 50 mph Zone
1752
Pungo Creek
Lizzy's Landing
99
1716
1717
Pungo Creek
BJ's Gas Station and Convenience Store
99
1718
Begin 50 mph Zone +/- 800 ft South of Sidney X rd.
Sidney Volunteer Fire Department

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Decision

Presenter: Commissioner John Rebholz

Agenda Title: Taskforce for Workforce Affordable Housing

Summary of Information: Commissioner Rebholz would like to hold a discussion about the lack of affordable workforce housing, its impact on businesses and industry and the formation of a taskforce of stakeholders to look at ways to address it.

Possible Stakeholders:

Realtors
Chamber of Commerce
Economic Development person
Local home builders
Large & small business owners (restaurants owners, boat building, retail)
Hospital
Public Schools
Municipal leaders

Submitter Recommendations/Motions: Discuss and form a taskforce to look into ways to address affordable workforce housing in Beaufort County.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Communications Among Commissioners, Chairman and Manager

Summary of Information: Commissioner Richardson would like to hold a discussion regarding communications among Commissioners, the Chairman, and the County Manager.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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:

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NOVEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Keynosha 7a-4p Monica 11a-8p Kim C. 8a-5p and on call	2 Keynosha 7a-4p Monica 11a-8p Kim C. 8a-5p and on call	3 Keynosha 7a-4p and on call Monica 8a-8p	4 Keynosha 7a-4p Monica 8a-8p and on call	5 DOs pm med pass Kim C. 7a-11a and on call
6 DOs pm med pass Kim C. 7a-11a and on call	7 Keynosha 7a-4p and on call Monica 8a-8p	8 Keynosha 7a-4p Monica 8a-5p and on call Kim C. 11a-8p	9 Keynosha 7a-4p Monica 8a-5p and on call Kim C. 11a-8p	10 Keynosha 7a-4p and on call Kim C. 8a-8p	11 DOs pm med pass Kim C. am med pass and on call	12 DOs pm med pass Monica 7a-11a and on call
13 DOs pm med pass Monica 7a-11a an	14 Keynosha 7a-4p and on call Kim C. 8a-8p	15 Keynosha 7a-4p Monica 11a-8p Kim C. 8a-5p and on call	16 Keynosha 7a-4p Monica 11a-8p Kim C. 8a-5p and on call	17 Keynosha 7a-4p and on call Monica 8a-8p	18 Keynosha 7a-4p Monica 8a-8p and on call	19 DOs pm med pass Kim C. 7a-11a and on call
20 DOs pm med pass Kim C. 7a-11a and on call	21 Keynosha 7a-4p and on call Monica 8a-8p	22 Keynosha 7a-4p Monica 8a-5p and on call Kim C. 11a-8p	23 Keynosha 7a-4p Monica 8a-5p and on call Kim C. 11a-8p	24 Kim C. am med pass and on call	25 Kim C. am med pass and on call	26 DOs pm med pass Monica 7a-11a and on call
27 DOs pm med pass Monica 7a-11a and on call	28 Keynosha 7a-4p and on call Kim C. 8a-8p	29 Keynosha 7a-4p Monica 11a-8p and on call	30 Keynosha 7a-4p Kim C. 8a-5p and on call	11/15 Monica in after appt. 11/29 Kim C. MD appt. off all day 11/30-12/4 Monica vacation		

Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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:

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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: 12/5/2022

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:

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Beaufort County
Agenda Abstract

Meeting Date: 12/5/2022

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:

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