

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

Commissioners Present

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

Staff Present

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

Chairman Waters welcomed everyone and called the meeting to order.

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

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

Chairman Waters asked for a motion to approve the agenda.

Commissioner Richardson said I move that we take a break after the swearing in ceremony for the Commissioners so that those Commissioners who want to and those in the audience who want to can attend the swearing in of the Sheriff and then we can reconvene at 6:30.

Mr. Alligood said I was just notified that Judge Sermons is running about 20 minutes late, he's just leaving Martin County.

Chairman Waters said we'll go ahead with Ms. Mosher swearing us in.

Commissioner Richardson said Mr. Chairman I would like to adjust the agenda so that the time is such that we're able to see the Sheriff sworn in.

Motion: Commissioner Richardson motioned to amend the agenda to include a recess to attend the swearing in ceremony of the new Sheriff. Commissioner Deatherage seconded. The vote was unanimous.

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

Approval of Agenda

1. Budget Amendment, Health Dept – James Madson, Health Director
2. Sheriff's Bond – Brian Alligood, County Manager

3. Surplus, Health Dept – James Madson, Health Director
4. Surplus, Public Works – Christina Smith, Public Works Director
5. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
6. Late Application for Tax Relief – Lloyd Salter, Tax Assessor
7. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Swearing In of Re-Elected Commissioners

Ms. Mosher then read the following to Commissioner Booth, Commissioner Deatherage and Commissioner Walker:

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.

The Commissioner stated, "I do".

Ms. Mosher then read to the Commissioners:

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.

The Commissioners stated, "I do".

Ms. Mosher congratulated the Commissioners.

Election of Chairman

Ms. Mosher said every year you elect a Chairman and Vice-Chairman, and they will be elected by majority vote. She said if there is three or more nominations and the tally is 3-2 and 2 there shall be a run-off. She said you guys should have those rules in your book. She said I will open nominations.

Commissioner Richardson said I nominate Randy Walker for Chairman.

Commissioner Rebholz said I nominate Frankie Waters for Chairman.

There were no more nominations.

The vote for Chairman is as follows:

Commissioner Randy Walker

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

Commissioner Frankie Waters

Commissioner Booth
Commissioner Langley
Commissioner Rebholz
Commissioner Waters

Election of Vice-Chairman

Ms. Mosher said we will move onto the nominations for Vice-Chairman.

Commissioner Richardson said I'd like to nominate Stan Deatherage.

Commissioner Booth said I nominate Jerry Langley.

There were no other nominations.

The vote was as follows:

Commissioner Stan Deatherage

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

Commissioner Jerry Langley

Chairman Waters
Commissioner Booth
Commissioner Langley
Commissioner Rebholz

Ms. Mosher said Mr. Chairman you can change the seating if you chose to at this time.

Chairman Waters asked if anyone would like to change seats. No one spoke.

Public Comments

No one asked to speak.

Legislative Updates from Elected Officials

There were no other elected officials in attendance.

Service Award Presentation

Ms. Deloris Creasman said we have one employee tonight I'd like to acknowledge to receive a service award, but that employee is not here. She said Ms. Emily Griffin with Social Services, she has five years. She said she is the only one I have to acknowledge tonight.

Chairman Water said please express our appreciation.

Resolution of Appreciation to Register of Deeds

Mr. Brian Alligood said Ms. Whitehurst was elected Register of Deeds in 1996 and has served for 26 years. He said she announced her retirement, effective December 31, 2022, and the attached resolution from the Board of Commissioners is in recognition of and appreciation for her many years of dedicated service to Beaufort County. He said if you'd like for me to read that I'd be glad to. He then read the following:

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.

Ms. Whitehurst said I would like to thank you for this resolution. She said it's been nothing but pleasure and an honor and a very humbling experience to be able to represent the people of Beaufort County and to keep their very important records. She said I could not have done that without the support of the Commissioners and the County Manager and the County Attorney and all the others in the County that help us do the things we do. She said I'm available for help if it's needed in the future. She said I look forward to my retirement and I thank you once again.

Resolution of Appreciation to Sheriff Ernie Coleman

Mr. Alligood said I'm happy to read this resolution as well. He then read the following:

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.

FY 23 Document Imaging Conversion Purchase Request

Mr. James Madson said in 2014 we went to digital formatted electronic medical records so upstairs we have all these files that dating back to when the Health Department started to keep records and stuff like that, and I've been looking for opportunities to get rid of all that and convert it to imagery. He said we had some extra funds that came in that were on the consent agenda. He said we can't do the whole project for \$109,000. He said I got two quotes for that so I've got at least \$56,000 I can pull into to try and get some of those files out of the way and then come back later to try and get rid of some more.

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

See Addendum 2

Position Reclassification

Ms. Melanie Corprew said tonight we're here to request the reclassification of two positions. She said I know the abstract was very detailed, but I will say right off that it does not require any additional County money and will actually be saving the County money because one of the positions is a Work First position and as you know with Work First, we have to meet something called maintenance of effort. She said it goes back many years to 1996 but over the years the caseloads have continued to decrease. She said the federal and state has allowed us to code more things to our child welfare workers. She said at this point we are requesting, because the caseload has decreased, to reclassify a Community Employment Case Manager position to an Income Maintenance II position that will be doing Medicaid. She said certainly, since our public health emergency our Medicaid, we have not been able to terminate. She said we work the cases but right now we are not able to terminate so we're asking to reclassify that and then as we stated during the budget retreat we are now down to one in-home chore provider, which we have to maintain an in-home license for and everything that goes with that as a provider so we're asking to reclassify that. She said it would be a part-time nutrition site manager and a part-time housekeeper for our agency. She said with that We're glad to answer any questions.

Commissioner Rebholz said you did manage to make that sufficiently confusing enough.

Ms. Corprew said I'm sorry.

Commissioner Richardson said I understood it, you did a great job.

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

See Addendum 3

Contract Award and Purchase Order, Watershed Restoration Project

Mr. Nathaniel Woolard said this agenda item addresses a contract award purchase for phase IV of Eta Grant funds for the watershed restoration project. He said the project budget ordinance has already been established. He said a request for proposals was issued on October 26th soliciting bids to complete phase IV of the Districts Eta stream debris removal project. He said eight bids were received and opened on November 16th. He said five of the bids offered were at or below the districts grant allocation balance at our required RFP specifications. He said references provided by the lowest bidder and the third lowest bidder were checked. The references of the second lowest bidder were not checked as that contractor is currently working with the district on another stream debris project. He said on November 21st the District's Board of Supervisors met, they reviewed and discussed the bids offered and other information provided. He said after thoughtful consideration, the reference checks, the scope of work to be addressed and due diligence performed the District Board of Supervisors approved Landscaping Unlimited with the lowest bid of \$67,404 as the contractor best suited to accomplish phase IV project. He said the District Board of Supervisors recommend the Beaufort County Board of Commissioners support their selection of Landscaping Unlimited to accomplish this phase IV project along with the purchase order for \$76,404 to retain the services of Landscaping Unlimited.

Motion: Vice-Chairman Langley motioned to approve awarding the contract to Landscaping Unlimited and the purchase order. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 4

Contract Award, Budget Ordinance and Purchase Order

Mr. Woolard said the second item addresses a project budget ordinance, contract award, and purchase order through the Streamflow Assistance Rehabilitation program. He said the Beaufort County Soil and Water District was awarded grant

funds through the Streamflow Assistance Rehabilitation program to continue its work in removing storm debris from various Beaufort County waterways. He said contract #22-080-4008 in the amount of \$334,931 was approved by the NC Department of Agriculture and Consumers Services Division of the Soil and Water Conservation. He said a request for proposals for the initial phase of this work was published on September 22nd. He said three bids were received. He said the bids were open on October 12th. He said each met all required RFP specifications. He said no records checks were needed as each bidder has worked with the district on other projects. He said the lowest bidder is currently working with the district to complete a phase III eTA grant project. He said the District's Board of Supervisors met on October 17th and November 21st to discuss the stream debris removal work to be accomplished with grant funds. He said the contracts and the bids were reviewed along with the state's elevated scope of work specification, contractual start and end dates and fish spawning moratoriums. He said on November 21st, after thoughtful discussion, consideration, and due diligence performed the District Board of Supervisors determined RDC Debris Removal Construction LLC, the second lowest bidder with a bid of \$173,496.33, could best accomplish the scope of work required in this initial phase to work through StRAP funds. He said the District Board of Supervisors recommends the Beaufort County Board of Commissioners support their selection of RDC Debris Removal Construction LLC to accomplish the proposed scope of work in its initial phase of their Streamflow Rehabilitation Assistance Project. He said the District further requests the Board support a project budget ordinance for the StRAP funds in the amount of \$334,931 and a purchase order in the amount of \$173,496.33 to retain services of RDC Debris Removal Construction LLC.

Mr. Alligood said Mr. Chairman, just real quick, if there's going to be any discussion, I just got a note from Mr. Newkirk, he said they're going to be on time for 6:00 PM and if you're at a stopping point he'd recommend you take a break.

Commissioner Richardson said I'll have questions when we get back.

Chairman Waters said we're going to take a recess and you're invited to go to the courthouse and see the swearing in of the new sheriff.

Recess.....

Chairman Waters said on to discussion.

Commissioner Richardson said I have a question. He said I understand we awarded the low bid on the first contract we talked about but the low bid on the contract that we're into now, you decided not to award the contract to the low bidder mainly because you didn't feel like he had the resources to complete two projects that he was doing for you at one time. He said it was \$111,000 in round numbers but the next highest bid was \$173,000. He said that's \$60,000. He said that's more than 50% of what the low bid was. He said why did you not rebid this.

Mr. Woolard said why didn't we rebid this. He said the Board is confident in what they've received, they feel confident with the second lowest contractor.

Commissioner Richardson said but the amount of money in this contract is outrageous compared to the low bidder.

Mr. Woolard said based upon the work associated with this it's not a basic stream debris removal project. He said you have to, it's not 10 feet off the bank anymore. He said this is 30 feet off the bank, tie it in bundles and then anchor. He said there's much more to it than just tossing out the debris as you go along.

Commissioner Richardson said but I'm comparing two bids, one of them, the low bidder was \$111,000 and the high bid was \$173,000.

Mr. Woolard said the highest bid was \$312,000.

Commissioner Richardson said well that's not an issue. He said you awarded this contract to the second highest bidder.

Mr. Woolard said I did not, the Soil and Water Board did sir.

Commissioner Richardson said are you speaking collectively for them.

Mr. Woolard said yes sir.

Commissioner Richardson said you do work for them.

Mr. Woolard said I do, yes sir.

Commissioner Richardson said okay, that's more than, the bid was \$111,000 and we're giving away an additional \$60,000.

Mr. Woolard said we're not giving it away, no sir.

Commissioner Richardson said this is the public's money and it needs to be spent respectfully.

Mr. Woolard said it is being spent respectfully.

Commissioner Richardson said no sir, I don't think it is.

Mr. Woolard said I disagree with you.

Commissioner Richardson said let's go back to the issue. He said why are you giving these people a \$63,000 free ride.

Mr. Woolard said it's not what we're doing.

Commissioner Richardson said did you try to renegotiate.

Mr. Woolard said no sir.

Commissioner Richardson said you did nothing.

Mr. Woolard said no. He said we put it out for bid, they accepted the bid and wanted to move forward with it.

Commissioner Richardson said your Board is being irresponsible.

Mr. Woolard said no sir.

Commissioner Richardson said they are wasting the public's money.

Mr. Woolard said that's not correct.

Commissioner Richardson said I cannot vote for this. He said you need to go back and renegotiate this contract, which you have the authority to do under these conditions.

Mr. Woolard said I think they're prepared to move forward.

Commissioner Richardson said that's fine, but we have the final approval. He said I'm not supporting this kind of waste, and it is waste.

Commissioner Deatherage said what was the reason you couldn't go forward with the \$111,000 again.

Mr. Woolard said they felt that RDC Debris Removal was better equipped to handle this project. He said they've been in business for over 15 years, whereas the other has only been in business for a year. He said we are going with them on a project because it is less technically involved.

Commissioner Deatherage said how does he feel about it because obviously he felt competent, or he wouldn't have bid it.

Mr. Woolard said he said okay when I told him, he accepted it.

Commissioner Deatherage said I know what it's like to bid and you accept it because you want a chance to bid another time, but that's a lot of money. He said \$68,000, that's about a 28% difference.

Mr. Woolard said yes sir.

Commissioner Deatherage said I'm going to have a hard time choking down that one as well.

Commissioner Rebholz said did you give us the contractual start date and end date for the phase III.

Mr. Woolard said the phase III contractual start date was, off the top of my head, they started on October 24th, and we want it done by February 15th.

Commissioner Rebholz said when's the start date on this one.

Mr. Woolard said we're due to start December 14th, around then is when we would start.

Motion: Vice-Chairman Langley motioned to approve awarding the contract to RDC Debris Removal Construction LLC and approve the project budget ordinance and purchase order. Commissioner Walker seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

See Addendum 5

Mega-Site Property Search Authorization

Mr. West Overman said as we take the next step in our mega-site project it feels like we're twelve steps in and still have a long way to go. He said I actually have two items in this one agenda item to discuss. He said the first is we have been working with Garrett and Moore now for many months on the mega-site project and what we have done thus far is they have analyzed our system, come back with the recommendations, you've seen the conceptual designs they have come up with and what we have done is we have begun a property search. He said that's us picking a few locations throughout the County that would be good spots for these sites to be located and what we've done is we've narrowed down the list down to six potential properties. He said potential is the word there, we haven't had any contact with any property owners or anything. He said we've just chosen sites that might work throughout the county for these sites to be located. He said those would be three on the north side and three on the south side because we're doing mirror images on each side of the river. He said Garret Moore has assisted us throughout the process, again with the mapping contours on these sites, wetlands, streams, and also the potential site layout based on the current conceptual design that we've presented. He said the first item we'd like to bring forward is staff is requesting authorization from the Board to contact these landowners of potential sites and negotiate possible purchase prices. He said any final offer to purchase would be subject to the Board approval and funding decision. He said I can continue or if you want to do that one first, either way.

Commissioner Richardson said I have a comment on that. He said unless the Board is serious about purchasing a site I don't recommend we start negotiating. He said if you're serious about closing on the site you need to start negotiating because it leaves a bad taste in the public's mouth and in these landowners' mouth if you talk and talk and then don't close.

Commissioner Deatherage said basically you haven't talked to any owners yet. He said are you just looking at tax maps and looking and trying to evaluate where would be the best place to go from a proximity perspective.

Mr. Overman said we've talked extensively about trying to be centrally located within the County, so we've looked at the tax maps, we've looked at properties that fit the description as far as they're centrally located, they're not on a main highway but they're close by for easy access, wetlands aren't a problem, streams, all the criteria we've talked about before.

Commissioner Deatherage said how many acres are you looking for.

Mr. Overman said the two sites are a little bit different because of the site debris area on the southside but I believe it's 30, around 30 on the northside and around 40 to 50 on the southside.

Commissioner Deatherage said more than you actually really need.

Mr. Overman said yes.

Commissioner Deatherage said I'm not complaining, I think you should do that.

Commissioner Richardson said you can't get to much.

Mr. Overman said we're not looking for much excess but we're trying to make sure we don't run out of room.

Commissioner Deatherage said you're going to have things you will move around, personally I would like to see you guys be able to use storm debris and storing of material on the site. He said I know there's a lot of weird conditions to store that because the State has some weird restrictions and regulations. He said would you get even more if you could do it.

Mr. Overman said I think that would ultimately be up to the Boards decision.

Vice-Chairman Langley said you were saying you had not approached any of the property owners right.

Mr. Overman said that's correct.

Vice-Chairman Langley said but you've selected the ones you'd like to talk to.

Mr. Overman said that's correct.

Vice-Chairman Langley said ok, it's my understanding the only way you're going to find how much they want for the property is to go and talk to them and if you don't talk with them you're not going to find out anything. He said I don't have a problem with you talking to people and seeing what kind of value they're putting on their property. He said you're going to find some who will be reasonable and some who will try to milk the County for every dime they can get so I don't have a problem with that.

Chairman Waters said the sites that you're looking at, the engineer has pretty well, and you all have agreed that it looks like it's a go.

Mr. Overman said yes, we've had extensive conversations with the engineers.

Chairman Waters said so we're not narrowing it down and then finding out there's only one option.

Mr. Overman said we don't see any reason at this point where any of the six sites we've looked at couldn't be a good candidate.

Commissioner Deatherage said I think what's best when you do go and talk to them that you talk to as many as possible within a day or two days, so they know that this is happening, and they have to move quickly because you're moving quickly. He said does that make sense.

Mr. Overman said yes sir.

Commissioner Deatherage said create that air of competition.

Commissioner Richardson said again, I want to know that if the Board is going to go to this that the Board is willing to move forward with it. He said I don't want to get into something where we negotiate and talk and go back and forth and then at the end of the day we don't do anything.

Commissioner Booth said well take a vote and see what the Board says.

Commissioner Richardson said do you want to vote on that separately.

Commissioner Booth said no, I mean you said what you want.

Chairman Waters said can we not all agree that if we pass this that we are moving forward.

Commissioner Richardson said that's fine if you're going to do that, I just want to make sure we have a commitment.

Chairman Waters said is there a doubt in anybody's mind about where we're going.

Motion: Vice-Chairman Langley motioned to approve authorizing staff to contact landowners and negotiate to develop a formal offer to be approved by the Board of Commissioners. Commissioner Booth seconded. The vote was unanimous.

Mr. Overman said thank you, we will report back on that as soon as possible. He said the next step to this is that additional assistance may be needed from Garrett and Moore as we are proceeding with this property search for staff to continue evaluating the properties. He said what we have asked them to do is put together as a task order proposal for additional services. He said that was included in your agenda item. He said for that included was as we go through this we will and let me state that this is a not to exceed contract for most of this item so we may not get to the point of reaching this full dollar amount. He said the conceptual design modifications, once we come up with preferred sites based on conversations with landowners, based on price and everything we will then take the six sites and narrow it down to up to four, it could be less, for them to then take their conceptual design and modify it to fit that site so the logistics of everything, the traffic flow for that sight is done, where do the driveways need to be for sight-lines and things like that. He said where do the driveways need to work together, do we need to have one main entrance and exit and then the trucks break off to get to the different areas versus having two different driveways. He said lots of things we could consider there but they will take that initial conceptual design that you all have seen, and they will modify it to fit these preferred sites. He said after that, once we have determined what our one site per side that we will proceed with they will assist us with presenting that to you all. He said they'll do the mapping and everything and help us with that presentation. He said also, as part of this task would be to assist us with any other needs out of the acquisition process. He said this is kind of a catch-all for anything that may pop up. He said there are some items in their current task order that they're working under that they were helping with, due diligence, septic perk test, and some other things that could pop up, concessions by the owners that we're talking with, any other driveway or assessments that need to be done, any kind of vegetative buffer assessment that we'd like them to help with so this third task order would be to assist with those items as needed.

Chairman Waters said each one of the tasks has a not to exceed amount.

Mr. Overman said yes. He said if you look in task order modification the conceptual design is \$10,608, presentation to the Board \$5,300, and that's preparing the presentation and helping with the presentation, and the catch all there to \$16,700, round numbers.

Commissioner Richardson said I'm fine with everything you talked about but one thing. He said I don't see doing sketch plans and assessing sites with drawings because if these six sites fit the criteria that step is not necessary. He said I do a lot of site work myself and if you're not to the point where you can look at a map and see if it will work or not then you're not there. He said I don't think we ought to go through the exercise of assessing all four sites and doing drawings of all four sites and all that other stuff. He said they either work or they don't.

Mr. Overman said understood, I do think it's important, when it comes to making that final decision that we're able to see what the ultimate plan is going to look like. He said I think you all would like to see that; I think the public would see that, so we know moving forward this is what we're going to see down the road.

Chairman Waters said based on what you're presenting here are you looking at doing this on all of the sites.

Mr. Overman said this would be up to four, minimum of two. He said based on our discussions with property owners we may find out that four out of the six properties are not for sale or priced outside of the range that we think is reasonable and at that point if we have two we'll just do two conceptual modifications, but this task order allows for up to four, that's why it's a not to exceed. He said if we only do two we only pay for two but if we do four then we pay the full amount.

Commissioner Richardson said let me ask an embarrassing question of the attorney, can we not do this as a taking if we really have to. He said I don't want to but I'm just asking if push came to shove for a public use.

Mr. Francisco said probably.

Commissioner Richardson said I have one more request, when you can make the six sites, the identification of the sites available to the public I want you to make them identifiable to me because I have some things I want to look at too.

Mr. Overman said absolutely.

Mr. Alligood said just real quick on that, the plan would be to bring back to the Board in closed session a final piece of property because we're not allowed to go into closed sessions to look at sites to determine which one you want to go after. He said you can only go into closed sessions on the negotiating stance of a particular piece so if there's some conversation that conversation doesn't need to be public simply because of the, you don't want folks knowing what you're doing but

there's obviously opportunities to have some discussions that would not be public, that would not consist of the entire Board in closed session.

Commissioner Richardson said but if you're negotiating when you start negotiating that's public information as to the location. He said the details of the negotiations are not, but the site is.

Mr. Alligood said that's correct.

Commissioner Richardson said that's what I'm asking for.

Mr. Alligood said right, when you go into closed session if someone asked that question then there's an obligation under Bonnie, the case with Bonnie Publishing, to say it's this location.

Commissioner Richardson said at what point will you identify the sites you'll be negotiating for.

Mr. Alligood said publicly we're not going to do that. He said we're not going to do that publicly until we're ready to go into closed session for the final piece because we would identify two or three of the four and then all of a sudden the price goes up for all of them. He said we would work that, staff would work that, they would bring that to the Board with a recommendation, the Board would be in closed session and negotiate, I think the way the statute reads is the material terms of the sale.

Commissioner Richardson said I'm having a little bit of a dislocate here because if you go into closed session you must have already had some conversations with the owners. He said at that point it's public, its real estate and you're getting ready to buy a piece of land. He said the details of the negotiation are not public but the property that you're selecting is public information because you can't keep it a secret. He said if you go to a property owner and start talking to them they can identify it to anyone they want to after that. He said it is public information at that point.

Mr. Alligood said I would say that it's their information to share but it's not public information that we're going to share until we bring it to you in closed session.

Commissioner Richardson said I disagree, but we'll see.

Chairman Waters said Mr. Francisco what's the chances of them signing some kind of confidential agreement.

Commissioner Richardson said you can't do that.

Mr. Francisco said no. He said I think Commissioner Richardson is trying to get out of this what he's angling for here by following what the law says to do and I think you're going to find out what you want to know.

Commissioner Richardson said I don't care who the people are, I don't care about that kind of information, but I need to assess the location myself. He said I do this kind of work and before I sit down in closed session and I'm fed a bunch of stuff that I don't have a chance to verify, I'm not going to do that.

Chairman Waters said I think one of the things Commissioner Richardson is trying to say is we've got seven people here and location is going to get to be a concern of all seven of us and it's also going to get to be a concern of the public as they find out what the location is going to be because I'm already, and I'm sure everyone up here is getting questions about what happens to the convenience site that I've got, is it going to be closed or is it going to stay open. He said so I've got, I guess I have some of the same concerns that Commissioner Richardson has which is how do we come down to the location that we all are kind of in agreement before we get to far. He said is that, does that make sense.

Ms. Smith said if I could, that's part of the reason why the proposal from Garrett and Moore is so specific as far as the number of sites because what we've looked at, and we've worked with the Manager and after reading all of the information available from the School of Government and all of the case law that's dealing with this to make sure we are doing it appropriately, we understand that the Commissioners want to be involved in details that are going on but by North Carolina law that's not exactly allowed so what staff is doing is trying to do a lot of the preliminary elimination. She said we've had discussions with some of you, four- or five-years' worth as far as what you're looking for and what you want at the mega-sites so really and truly, staff and the manager looking at the different locations and like Mr. Overman said looking at the sites, driveway locations, how that would be laid out and trying to eliminate some of those decisions so that when we bring you a piece of property we would have information for you and we would have, hopefully, a lot of the information you

would need. She said Commissioner Richardson I'm well aware of the things that you would be looking at and so that's why we have that task with Garrett and Moore for doing a little bit more of the conceptual design to actually show it on a piece of paper because while you are very, that's what you do, you understand it, you can look at things and understand the concepts, I wanted to make sure that all the members of the Board would have that same understanding for the pieces of property. She said so it is a very, land acquisition, as a public entity, is a very detailed and very difficult task to do so that's why we were asking for the authorization to contact and negotiate and the term negotiate, there's a lot of meanings for that. She said it could just be as simple as the first person we go to could say no way honey, there's no way I'm selling my land, it's been in my family for 150 years, you can go on to the next person. She said you guys don't need to know about that person because it's not going to happen. She said we're trying to as much of the work as we can and not taking any power from you but if there's something that needs to be eliminated we're trying to eliminate it as quickly as possible.

Commissioner Richardson said I'm still missing something here. He said if you're doing an analysis on four sites so that the Commissioners can understand how those four sites work how do you do that without identifying the four sites.

Ms. Smith said it's not the four sites together. She said keep in mind you have the north side and the southside. She said those are completely different sites with different requirements. She said we were more looking at, and again this is a proposal for Garrett and Moore. She said they would do one site, we would choose our first site based upon potential costs, potential shape of the parcel, potential location of the parcel, drainage features and then that would be brought to the Board as far as this is our top choice and this is what we are looking at. She said then the Board would decide either yay or ne or go back for a specific amount and that's when you get to the specifics of the negotiation, and we stay in contact with them. She said then it may not work out. She said we may not find a resolution so then Garrett and Moore would move on to site #2 and do the exact same thing again and we would see if would see if we were able to come to an agreement with landowner #2 so that's why that information is in a task order because we don't want to come back up here again in the middle of negotiations and ask for additional funds for engineering services. She said I'm hoping within two times we'll be able to find a winner.

Commissioner Rebholz said are you going to go through all that before you talk to the owner.

Ms. Smith said no sir.

Commissioner Rebholz said okay.

Ms. Smith said in talking with the owner, again we haven't approached an owner.

Commissioner Rebholz said I understand that, I know that, we just gave you the authorization.

Mr. Alligood said I think from the Boards perspective we could certainly bring every site we want to look at and make a public presentation to the Board, so you know everything that we knew. He said I'm not sure that's the best method to do that, obviously. He said I think you all realize that suddenly then people start saying I'm one of the persons that you're looking at and all of a sudden the land price goes up. He said I think there are opportunities for us to have conversations with you not in a public meeting. He said if you want us to present at a public meeting then we'll present at a public meeting. He said there are opportunities to have individual discussions with Commissioners to help them feel comfortable on issues as we move forward before we come back to the Commissioners as a whole. He said I think that's probably what I'm hearing.

Commissioner Richardson said let me make sure of one thing before you go ahead. He said you're not talking about doing four sites unless you need to do four sites.

Ms. Smith said correct.

Commissioner Richardson said you're going to do one site; pick one site and you're going to do that.

Mr. Overman said at a minimum we're going to do two.

Commissioners Richardson said right, one on the north and one on the south, all right.

Commissioner Deatherage said I thought you were doing two in the north and two in the south.

Mr. Overman said no, one on each side.

Commissioner Deatherage said oh, a minimum of one, okay, I've got it.

Commissioner Richardson said I can vote for this but I still, there's still a glitch in there about public information on this.

Motion: Vice-Chairman Langley motioned to approve the Garrett and Moore task order 2022-2. Commissioner Walker seconded. The vote was unanimous.

See Addendum 6

Economic Development Update

Mr. Brad Hufford said it's been a few months since my last update to the Commissioners, back in September, so I wanted to briefly give you an update on the activities of the office of Economic Development. He said just this week, last week I met with the County Manager and Commissioners Booth and Rebholz to discuss the plans for reengaging the Economic Development Advisory Council. He said we'll be sending out dates to existing committee members in January. He said at that meeting will serve as a planning meeting for the activities of the council, revise the format of the meetings, consider new membership, and discuss the frequency of meetings. He said on our existing industry activities staff has visited and had meetings with Nutrien, Tar River Industrial, Caldwell Marine Design, Pacific Seacraft, National Spinning and Hampton Arts. He said we've discovered three new businesses that were not on our manufacturers discovery that were adding. He said those are Waterjet East, Kid Cushion and Apiary Distillery. He said we've begun a study of Beaufort County distributors, warehouses, and logistics companies as well. He said we've also are exploring early discussions of expansion projects with two existing industries. He said on the business attraction activities we've got project Rx. He said it's a developer making an offer on a parcel in the Washington-Beaufort Industrial Park. He said Project Recipe is a referral from one of the Committee of 100 members of a regional company looking to expand and we are meeting with them here in the next week. He said we continue to respond to requests for information from the Economic Partnership of North Carolina. He said primarily those have been larger projects that are suppliers to the Toyota Battery plant and the VinFast Electric vehicle plant that they announced in North Carolina previously. He said those are relatively large tracts of land that they're looking for and we've submitted the Chocowinity Industrial Park several times for those. He said on the business development front, on October 31st through November 1st we had a partnership with the Electracities. He said hosted two site selection consultants in Beaufort County. He said those were, we participated in a mock request for information as well as a site visit. He said the consultants conducted an analysis and held a for and direct investment seminar along with Pitt County. He said we are one of two locations in the State that they've done that for. He said that meeting, when the consultants were in town we met with the City of Washington utilities team, Beaufort County Community College leadership and we were discussing a possible trade mission to Germany in 2023. He said the Economic Development Partnership Cooperative Marketing program, we've applied and been accepted to attend the Fab-Tech expo, which is a metal forming, fabrication and finishing trade show in Chicago in September and at that event they'll also be having a sites consultant event for the State of North Carolina in Chicago with a number of site consultants. He said workforce development continues to be a focus of our office. He said we continue to meet with our workforce development team. He said that includes Beaufort County Community College, Beaufort County Public Schools Career and Technical Education. He said we've expanded that group to include RiversEast Workforce Development Board, NC Works, Vocational Rehab, and other partners. He said we're going to be meeting monthly and then we're going to host two annual events for employers to access resources that this team has in their portfolio. He said we continue to implement the Made in Beaufort campaign as well as the RiversEast Academy which is externships for teachers in the public school system of a four-county region to learn about modern manufacturing. He said Zachary Allen, which is our Lead for America Fellow, continues to work on a web portal for local jobs and training resources. He said entrepreneurship and small businesses, we are engaged with the Rise 29 program at ECU to assist small businesses for the current semester as well as the upcoming semester. He said we hosted a team of ECU interns for a tour of Beaufort County and had a presentation from our office as well as the owner of the Ale Hotel. He said we met with the new Beaufort County Community College small business center director, Jack Dugan. He said he is replacing Lyn Stowe, who is retiring. He said we met with David Mayo, Director of the Small Business Resource Center at East Carolina which is part of the Miller School of Entrepreneurship regarding some opportunities for the Town of Aurora and we've engaged with the Small Business Technology Center, one of their employees, Rob Bower is assisting two industrial clients that are considering expansion. He said we continue to discuss site and building development Electro-cities. He said in that mock RFI site visit it kind of caused me to focus on the site due diligence reports that we have available for industrial products. He said we're looking at all the site studies and maps that we have for the Washington/Beaufort Industrial Park as well as the Chocowinity Industrial Park. He said I've met with

a civil engineering firm for possibly updating those studies and reformatting them in kind of a more modern format for ease of use for our clients. He said we're also assisting the Washington-Warren Airport Authority and the director with their industrial site park development. He said they're due diligent studies, we've collected the existing studies and submitted to the Electro-cities consultant for their smart site program. He said we also are researching some grant opportunities for some infrastructure out at that site. He said we also continue our search for available buildings that can be listed on our site building database. He said we also have started more of a long-term search for additional industrial sites, possible industrial parks as these fill up, if we are successful. He said also, we have applied for, the North Carolina Railroad Company has a build ready site program that would provide the funds to make the Beaufort County Industrial site in Chocowinity more infrastructure out there, like a rail spur, to be able to possibly serve industrial clients. He said also spoke with Duke Energy's regional economic developer that also pledged additional funds to help get that site more shovel ready. He said we also continue to assist the Town of Aurora on preparing for their industrial park. He said we hold regular meetings with their team, and we continue to explore possible grant opportunities for that project. He said partnerships, I'm participating in the Washington-Beaufort County Chamber of Commerce leadership Beaufort program and was recently notified that I've been appointed to the North Carolina Economic Development Partnership Advisory Council. He said that is one of sixteen economic development practitioners across the state. He said I'll be one of the two northeast prosperity zones along with Halifax County's Economic Developer. He said I'll be completing an unexpired term of one year for a person that's moved, and I'll be following that with a four-year term with a possibility to extend it for another 4-year term. He said we continue to serve East Carolina University's Rise 29 Advisory Council. He said that is a group of Economic Developers from Beaufort, Pitt, Martin, and Hyde. He said we met recently to discuss the success of the program as well as the current Golden Leaf grant status and plan for the long-term stability of the program. He said Beaufort County has been a very active partner in that. He said since the project has started we've completed 25 projects which comprise the work of 50 students from East Carolina working along with Beaufort County businesses. He said marketing, we created a slide deck presentation for Beaufort County that we'll keep revising for all client activities and presentations by our office. He said we are considering a social media plan for 2023. He said more postings on LinkedIn and Facebook to get the word out about all the great reasons to invest in Beaufort County and the work of our office. He said we also are studying our current website and best practices to see improvements for our website that we may consider in the next year. He said we also are creating a list of marketing materials and collateral documents that we need to create to make it more user friendly for industrial clients as they look at us. He said we also are participating with the Washington-Warren air and drone show taking place on December 17, 2022. He said we'll be having a Beaufort County Economic Development booth and will provide materials to all the folks visiting the community to take part in that at the airport. He said also, we subscribed to the Ezry Business on-line software package that provides detailed demographics, consumer spending statistics, business data, traffic counts and population information that we'll use for a number of economic development activities like responding to RFI's as well as helping small businesses and entrepreneurs as they consider investing in Beaufort County.

Chairman Waters said I think this might be a good time, Ms. Mosher sent out a note today reminding the Commissioners of the Saturday, December 17th, which is the drone show. He said if you have not responded to her, and you want to be there on the 17th she will do the registration. He said there's also two invitations with the email. He said I understand they've limited the number to 3,000 at the drone show, I think there's a cap on that so make sure, otherwise you might not get a ticket. He said you've got to have a ticket to be there.

Mr. Hufford said I would encourage the public to go to the Washington Airport website for more information about tickets and the event.

Commissioner Walker said I hear Apple is wanting to get out of China.

Mr. Hufford said they have run into some issues. He said I read today they were going to move some of their manufacturing to India and I always encourage them to come back to the States for them.

Chairman Waters said have they heard of Chocowinity. He said that used to be called the Indians, that was their mascot.

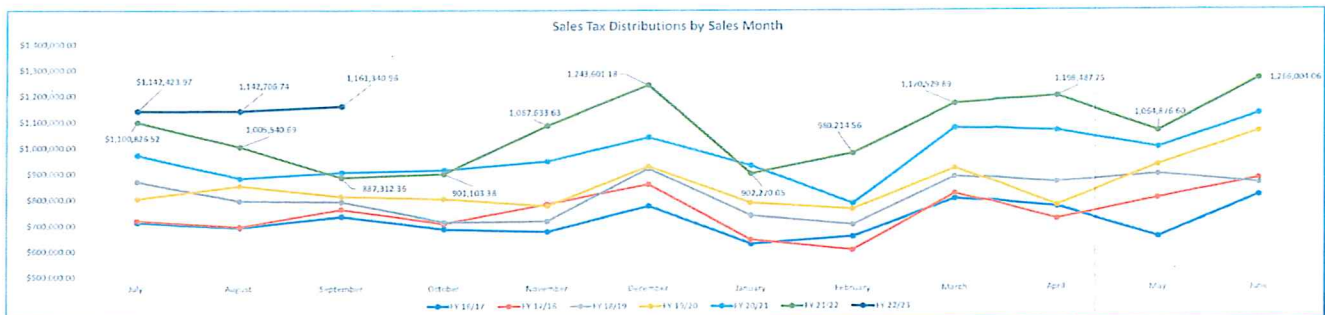
Mr. Hufford said we've had some good feedback actually on that Chocowinity park. He said I think it's kind of below the radar with the rail site and that many acres there right on Highway 17. He said we think 2023 will be a good year for marketing that once we get some additional work done out there.

Finance Report

Ms. Anita Radcliffe said I just a paper on everyone's chair during the break that shows the sales tax distribution for September.

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	1,161,340.96	30.9%
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	890,628.58	863,478.38	1,052,286.33	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	\$ 11,668,894.32	\$ 12,808,400.67	\$ 3,446,471.67	
Increase from prior yr.		\$ 400,793.20	\$ 757,186.60	\$ 453,361.05	\$ 1,436,238.94	\$ 1,139,506.35		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%	9.8%		

Budgeted Sales Tax Revenue	
\$ 12,586,519.00	FY 22/23 Budgeted
\$ 13,785,886.68	12 month's Annualized
\$ 1,199,367.68	Current Surplus



Ms. Radcliffe said our sales tax distribution for September is \$2,161,340 and you'll notice percentage wise that is up 31% compared to the same month last year so sales tax continues to be very unpredictable. She said if you go over to the right you can see we're currently running almost a \$2 million surplus on sales tax if we annualize that for the rest of the year. She said also I want to let everyone know the audit for last year is complete. She said I received a draft last week. She said we have a finance committee meeting tomorrow at 3:00 PM. She said I'll be doing a deep dive of the audit report with the Finance Committee members but of course everyone from the public and the Board is invited to attend. She said the auditor will be here next month at the January meeting to give his presentation on last year's audit.

Copy-Pro Copier/Printer Contract Renewal

Ms. Radcliffe said we're up for renewal on our copier and printer lease. She said currently we are with Copy-Pro, I've been very satisfied with the services they've offered us over the last five years. She said I actually did a walk through with the Copy-Pro representative and the purchasing agent with all the departments to assess the needs to make sure the needs were being met there. She said there were some recommended changes, some upgrades of some equipment and I'm happy to say the renewal for the contract comes at a savings of, and there was a typo in your book, it's not \$3,182 a year, it's \$3,182 a month so essentially our copier/printer lease cost is almost being cut in half with this renewal, so my recommendation is we sign a new 5-year contract with Copy-Pro. She said you can see the listing of the equipment and the cost analysis of the old cost, the current cost, and the new cost there. She said Copy-Pro is an approved cooperative purchase with the State of North Carolina and that allows us to not bid out this contract and to just use them directly.

Motion: Vice-Chairman Langley motioned to approve the 5-year contract with Copy-Pro. Commissioner Walker seconded. The vote was unanimous.

See Addendum 7

Appointment to Fill Unexpired Term of Register of Deeds

Mr. Brian Alligood said this is the item you had on your meeting agenda last month. He said there was some actions taken by the Board to notify the Beaufort County Republican Party that you ask them to do some additional information and

bring you back that information. He said that request was passed on, we've not received any additional information, so this is the same agenda item you had before, so we'll leave that to the Boards action.

Commissioner Richardson said Mr. Chairman I'm not going to vote for this individual. He said the reason I'm not voting for this individual is that, and I recommend that the Board not install this individual, that we install the second individual who was placed in front of the executive committee, Tim Milton, and the reason for that is the Chairman of the Beaufort County Republican Party held the information about the vacancy in her pocket through an executive committee meeting. He said she works for the executive committee, withheld the information, kept it secret and then gave a quick notice that she was the applicant for this particular job. He said where I'm from that's unethical and it shouldn't happen. He said then it came to the executive committee meeting on very short notice without the other person who was applying receiving any information so that he could make an effective presentation to the executive committee and that is unethical. He said the meeting for reconsideration, the Commissioners, at our last meeting, asked the Beaufort County executive Committee to reconsider, send us a better qualified candidate, because in my opinion this candidate is not qualified, and that meeting was cancelled by the person who wants the job as Register of Deeds. He said back to unethical. He said there are just too many items that involve this individual for us to place her in a position of responsibility for Beaufort County. He said I've heard all the arguments that we must approve whoever the executive committee comes up with, that is not true. He said the law says we shall consult. He said we have attempted to consult, and we have not received any information back. He said consulting is a two-way street so those of you who are political hacks that want to take the easy way out can vote to put this individual in but I'm not going to do it. He said I think we should appoint the individual who is qualified to do this job rather than the individual who has unethically picked this job off by withholding information from proper authorities.

Commissioner Rebholz said first, there wasn't any hidden notification about this. He said everybody in Beaufort County could know about it if they wanted to. He said it was in the paper.

Commissioner Richardson said that's not true.

Commissioner Rebholz said it is true.

Commissioner Richardson said it is not true, what you've said is an untruth.

Chairman Waters said Commissioner Richardson I will allow you some more time but let him finish.

Commissioner Rebholz said you also conveniently left out the second half of the law which says you shall appoint. He said it doesn't give you a choice. He said the third part you left out is that in 2006 this Board elected to go from two people to one, of which you were a part of and were in favor of that. He said right now, all of the legal advice we've gotten or seen says we've got to go forward and shall accept this person therefore I'm voting for it.

Commissioner Richardson said let's go back.

Chairman Waters said I'll give you a minute.

Commissioner Richardson said I need more than a minute and I insist on the importance of this item taking more than a minute. He said the newspaper that came out in the newspaper long after this person said they wanted this job and withheld this information. He said it was not announced to the public until after the decision had been made that it came out in the newspaper so saying that it was advertised in the newspaper is not true. He said the second half of the law says we must appoint, we shall appoint, I don't have a problem with that, but you have to read all of the law. He said it says consult and we have a right to say that an individual is not acceptable. He said the Board voted 5-2 to send it back to the executive committee and our motion said for a better qualified candidate. He said the individual who's getting the job and wants the job cancelled the meeting that was supposed to consider the response for that. He said we have enough problems in politics with ethics and dishonesty. He said this is a classic example of raw, rot gut politics and I'm in that party, I'm sorry to say, I apologize for that to the public but I'm not going to vote for someone who's acted so unethically at every opportunity they have had.

Commissioner Booth said I understand what Commissioner Richardson said and I also understand what the law said too. He said there's no other word you can get around shall and shall was put in there for a reason and when you write up statutes, and correct me if I'm wrong, when you give some leeway with may, with shall you don't have none, you've got to do exactly what the law says. He said in as much as you may think that she is unethical, I'm not going to let the public say the same about me for violating and breaking the law, I'm going to vote for it.

Chairman Waters said as it relates to the procedure of the executive committee, I was at the meeting, there was no motion from the floor to defer the action and allow more time. He said there were no nominations from the floor, and we took the vote. He said the candidate that was submitted won in that vote, it was a secret ballot and is now the recommendation of the committee to fill that expired term so at this time we'll take a vote.

Commissioner Booth asked when this would become effective.

Chairman Waters said I'm assuming January 1st.

Motion: Vice-Chairman Langley motioned to approve the appointment of Carolyn Garris as Register of Deeds. Commissioner Rebholz seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 8

Establish Salary for New Register of Deeds

Mr. Alligood said in this agenda item you have several things. He said you have the County pay plan, you have an email exchange with Charles Szypszak, who is the Register of Deeds expert at the School of Government regarding those things. He said you also have a blog site addressing the pay of officials. He said it talks specifically about the Sheriff, but it also applies to the Register of Deeds as you'll see in that email with Mr. Szypszak. He said you have a copy of NCGS 153A-92, and you have a copy of Ms. Garris's resume. He said so essentially 153A-92 is the basic statute that covers all compensation for government employees and that statute says that the Board of Commissioners shall fix or approve the pay, expense allowances for all county officers and employees whether elected or appointed and may adopt position classification plans. He said so because the Board of Commissioners has a pay and classification plan in place that you approved as part of your budget, and that is attached, we then looked to where the Register of Deeds fits into that classification plan. He said the Register of Deeds position is a Grade 76. He said what we did for you is we had our HR director look at the experience and qualifications of the candidate as if we were looking to hire the person for a position as a department head. He said based on that the HR director reviewed the education and experience and she recommends a salary of \$69,708 and that is the minimum of the range of Grade 76 but because this is an elected position we're making that as a recommendation but ultimately it's up to the Boards discretion on where to set the salary for Ms. Garris. He said it just has to be within the range between the minimum and maximum of the range.

Motion: Commissioner Booth motioned to approve the salary of \$69,708. Vice-Chairman Langley seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 9

Establish Salary for New Sheriff

Mr. Alligood said this is a similar request to the Board. He said as you well know Sheriff Scott Hammonds was just sworn into office and the same statute applies. He said again, we went through the same exercise, the HR director looked at the work history, resume of Sheriff Hammonds and based on the recommendation, well wait, let me back up, the position of

Sheriff within your pay and classification plan is a Grade 83 and based on her review her recommendation is that Sheriff Hammonds be placed into that grade at a salary of \$117,449. He said that is the mid-point of the grade. He said again that is the recommendation of the HR Director, but it is ultimately up to the Board to set the salary for the Sheriff.

Motion: Commissioner Booth motioned to approve the Sheriff's Salary be set at \$117,449. Commissioner Walker seconded. The vote was unanimous.

See Addendum 10

2023 Board of Commissioners Meeting Schedule

Ms. Mosher said every December we set the calendar for the following year, so we are coming to 2023. She said I've provided the suggested dates along with the Planning retreat dates and the budget workshops. She said just as a reminder, in the past you guys had made a decision that if someone needs to move a meeting to give me months' notice because there's a lot involved in that, but these are the suggested dates for next year.

Chairman Waters said does anyone have a conflict with these dates.

Commissioner Deatherage said it's hard to know at this point what the conflict is going to be, a year is a long way from now. He said how much notice do we need to give.

Chairman Waters said one month in advance.

Commissioner Deatherage said one month, let's say we're in agreement amongst us that if someone has something to come up that given a months advance we can move it.

Commissioner Rebholz said she's already said that.

Commissioner Richardson said this hasn't been in practice over the last year.

Chairman Waters said yes it has.

Commissioner Deatherage said I just want to make sure, that's all.

Chairman Waters said you just need to bring it up the month before so we can vote on it.

Commissioner Richardson said let me just ask one question. He said how far is September 5th from Labor Day.

Mr. Alligood said Monday is the holiday and this is the Tuesday.

Commissioner Richardson said so it's the Tuesday after, okay.

Motion: Commissioner Rebholz motioned to approve the meeting calendar. Chairman Waters seconded. The vote was unanimous.

Board/Committee Appointments

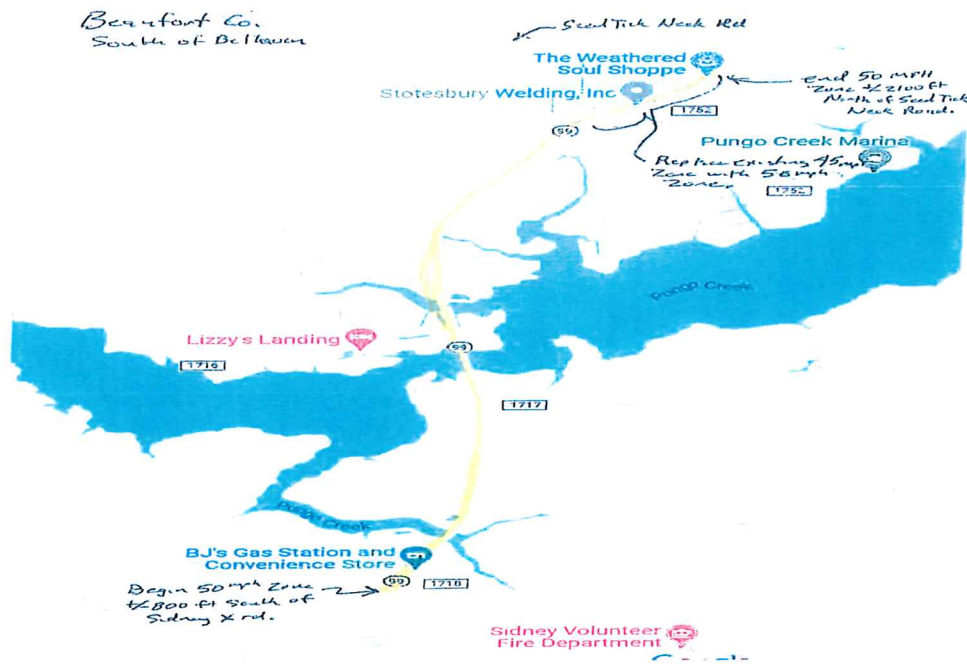
Ms. Mosher said the next one is Board and Committee appointments that you approve annually. She said I've provided you as to who is one what Board currently. She said you can either keep them as they are or make changes.

Chairman Waters said I guess I've not heard anybody say, does anybody have a problem serving on each committee. He said I think we have; everybody has a position on one of these. He said does anybody want to move or is everybody happy.

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

Sidney Crossroads Speed Limit Request

Chairman Waters said the next thing is the Sidney Crossroads speed limits. He said if you remember Mr. Billy Warren coming to us back in January. He said either December or January and we passed a resolution, Mr. Alligood communicated with DOT and with some additional follow up we are finally getting, I think somewhere. He said what DOT is asking us to do is to support what the recommendation is. He said the first recommendation is to start 800' south of Sidney Crossroads and go all the way past Seed Tick Neck Road. He said all of that, the speed limit would be changed to 50 MPH. He said there's an area in there right now that I think is 35 MPH or 45 MPH, this would be uniform from Sidney Crossroads all the way, which is almost to the bridge. He said there's going to be a little spot in there where it goes back to 55 MPH. He said the other recommendation, all of this is based on their criteria, is the fire department and Billy Warren had asked them to consider dropping the speed limit as it related to where the fire department is but under their criteria it has to meet three, it only met one but they did take a look at Sidney Road, which is going west towards Highway 264 and they agreed that did qualify to lower the speed limit to 50 MPH and it's currently at 55 MPH so I would make that recommendation in the form of a motion that we support the DOT in changing the speed limits in that area.



Commissioner Booth said under the first recommendation you said it was from Sidney Fire Dept, I mean from Sidney Crossroads all the way to Seed Tick Neck Road. He said that's about 3 1/2 miles isn't it.

Chairman Water said it starts at Sidney, 800' towards the convenience site and then it goes all the way to 2100' north of Seed Tick Neck Road.

Commissioner Booth said that's almost, you can see the bridge from that 2,100' north, just about. He said are the residents pleased with that reduction. He said I don't have a problem with this

Chairman Waters said they were asking for 45 MPH but based on.....

Commissioner Booth said they were asking for 45 MPH around the fire department, they weren't asking for the rest of it.

Chairman Waters said they were asking for two locations.

Commissioner Booth said was the other location down by Seed Tick Neck Road.

Chairman Waters said no but they didn't want to keep changing the speed limit. He said they didn't want to go from 50 to 35 and then go back up again.

Commissioner Booth said I don't have a problem with it, I'm going to support it because they asked for it but at the same time I just don't want this to be a speed trap either.

Chairman Waters said the speed trap would be.....

Commissioner Booth said people are used to doing 55 MPH after you pass that, I mean it goes from 55 MPH down to 50 MPH that's the thing that worries me. He said if we can get the notification out to the people I know they're going to see the sign but most the people hit cross over the train tracks every day and that's the only problem I have is that.

Chairman Waters said the total miles, because I measured, I think it's 4.1 all the way to the bridge and I sent an email back to DOT, but they did not respond and I suggested that the last little bit be changed to 50 MPH so it's the same, but they didn't respond, unless you've gotten something. He said it's taken a year to get to this point.

Mr. Alligood said if you'll recall, just as you get past River Streets office it goes back up to 55 MPH. He said when you hit the bridge it drops back to 45 MPH because it's going over the bridge.

Chairman Waters said it drops to 50 MPH.

Mr. Alligood said it drops to 50 MPH, I'm sorry. He said so that's the only up and down in that area. He said the majority of it is an increase in speed limit, leveling it out at 50 MPH.

Commissioner Booth said like I said, I don't have a problem with it but sometimes you create speed traps.

Chairman Waters said I think this will be better for the community if you can have a consistent 50 MPH speed limit from Sidney Crossroads all the way to the bridge. He said actually it will be all the way to the City limits, the town limits of Belhaven.

Commissioner Booth said as I said, I don't have a problem with it, I've just got some concerns.

Mr. Alligood said essentially that's why the DOT is pushing it back to the Board of Commissioners because in their history they've received grief over things, and they want to make sure the Board is supportive of it before they do it.

Commissioner Booth said this fits the criteria of being a speed trap.

Chairman Water said I've gotten, in the last two years, questions and comments about why do we have a 35 MPH speed limit where we've got it at and so those people will probably be happy if it goes to 50 MPH. He said the petitions were signed down on the Sidney Crossroads, as well as by the fire department.

Motion: Chairman Waters motioned to support the NCDOT in its recommended speed limit changes along NC 99 as detailed on the map. Vice-Chairman Langley seconded. The vote was unanimous.

Taskforce for Workforce Affordable Housing

Commissioner Rebholz said at the last meeting we talked briefly about the possibility of putting together a taskforce to look at workforce affordable housing and its impact, negative impact, or lack of it on commerce, on business, on hiring for the schools, on hiring for the hospitals within Beaufort County. He said so what I'm formally proposing today is that we move forward with that, and I listed out the possible stakeholders, without any names. He said I would ask that the County Commissioners forward names to me of people you would recommend on this based on those areas. He said we would then put together a charter that would be approved at the next meeting. He said that's my recommendation. He said I was at a meeting last week with the college and again, the issue of lack of housing came up as a major roadblock for hiring teachers, even at the college so it continues to come up at every discussion that you have with every business and community member in Beaufort County. He said some of the things we've been asked is why hasn't anything happened, why isn't it being taken care of, what are the barriers to it, what outcome are we trying to achieve and how do we measure success.

Commissioner Richardson said I have some concerns about launching into another effort that involves a lot of money in something the federal government is trying to do something about and causing problems at the same time that we spend money and effort in something that really won't accomplish anything in the long run because the forces that drive affordable

housing are national, they're not local at all, and that is interest rates, cost of materials, inflation, government controls, doing away with the petroleum industry drives prices up. He said these are all things we have no control over and they're driving the cost of housing up tremendously. He said what do you see this group or this Board being able to do. He said the City of Washington is now where they're taking money out of their coffers and loaning it to people to build houses but they say that a low income house is \$170,000 and if we're talking about housing for workers we have had a cycle of that in the United States, even before the '30s, probably began 150 years ago where companies provided housing for their employees and the mill villages that I can recall as a child, the coal camps where housing was provided for coal miners and other miners, copper miners, gold miners and everything else. He said the teacherages that the schools had in the old days, where probably nobody other than me remembers, where teachers came and lived in essentially very small apartments, they fulfilled their contracts to teach at the schools for a year and then they moved on or they married somebody locally or they bought a house of their own. He said I'm concerned that we're getting into an area that already has multiple government agencies working with and trying to do something about but the forces that are driving housing costs are really bad national policy. He said so are you going to be proposing making loans.

Commissioner Rebholz said I'm not proposing anything.

Commissioner Richardson said are you proposing grants.

Commissioner Rebholz said right out of the box I'm not proposing anything because we don't know what the causes are. He said you think they're all national and I don't know that's the case. He said they're building places all over Pitt County right now, so I think the question is why can't we get some of that development into Beaufort County. He said provide that housing or that opportunity, anyway, to bring more people back here. He said the federal reserve in the fifth district in Richmond did a very lengthy report on this and it is doom and gloom if you don't stem the outward migration, which is what we've been experiencing. He said the future is bleak.

Commissioner Richardson said I'm not sure that having a bleak future as you define it is a bad thing. He said for me, bringing a lot of people to Beaufort County is not really one of the things I want to do. He said if I wanted to live where there are a lot of people I never would've lived in Beaufort County to begin with.

Commissioner Rebholz said this is about stemming the outward migration.

Commissioner Richardson said I like our agrarian type of low-density society and I think a lot of the other people that are here do. He said again, the force that drives whether you build a house or not is whether you have the money or the credit for a mortgage and the big negative on that is the attempted closure of fossil fuels in the United States has driven prices up tremendously because you have to have energy in order to have the tile that goes into a house, the flooring, most of it is built with petroleum products, the paint is the same way, on and on this goes. He said so I think the Federal Government along with the federal reserve and policy is to blame for this. He said I don't want Beaufort County to go out wasting our time doing this. He said I also don't want us to follow into what the City of Washington is into; I also don't want to actual make loans to people who are building houses.

Chairman Waters said we've got a motion on the floor and a second otherwise we're going to cut this off.

Commissioner Richardson said let me finish with what I was saying, if Commissioner Rebholz says not out of the box we're not proposing giving loans to people and going out and getting grants and going into the housing business, that is very disturbing to me because that leaves the option open for us to create another bureaucracy here in the County. He said I just think this is a waste of time and I'm not going to support it.

Commissioner Rebholz said you and I both know none of that can happen without approval of the Board.

Commissioner Richardson said that depends on how weak the Board is.

Commissioner Rebholz said so anything that we're, well, because they don't agree with you doesn't mean they're weak. He said the fact that the Board has to approve any of that expenditure insulates you from anything that I would do on my own.

Commissioner Deatherage said I would partly concur that inflation and lack of product in the area is 100% due to what's happening on the national stage. He said eliminating the fossil fuel industry at every turn, paying people not to work, spending \$4 trillion in one year, to much money chasing money.

Commissioner Rebholz said then why are they doing it in Pitt County.

Commissioner Deatherage said excuse me, I have the floor, you'll have a chance to speak after I speak. He said that has caused the problem we're having now. He said to say we're going to try to do something on that in Beaufort County I promise you will only exacerbate the problem. He said you can say here's things we can do, it's not going to cost that much, we're going to ask this citizen into this, and they will reward these others because it's for the good of everyone. He said it will only drive the cost higher and make it even tougher for us to provide affordable housing through the private sector, which is the way it's done. He said when there's a need there will be folks building. He said in the past there was not a need, that is just surfacing now. He said it's going to take a while for people to feel confident enough to go and build, especially if you have an administration that has no clue what they're doing. He said their economic plan is filled with holes and we have inflation at the highest rate in 41 years and it started as soon as this man became president, and it has continued all because of public spending. He said anything we do at this level will only make the matter worse. He said let the private sector work, it will work though it and if it doesn't work through it that's okay too. He said that's the way economies work. He said you want to know why Pitt County is doing so well, because Pitt County has a college, it has industry and it's been doing well for a long time. He said that will in fact help Beaufort County at some point, there will be some spill over, it will happen now. He said I have seen a desire for people to buy property. He said personally I have land that is perk-able, I have land that is close, I am just getting a few signs up and I'm getting prospect, lots of them and I haven't even put it up on the MLS yes. He said that will cause me to want to sell my property, there's people that want property, there's people that are paying for property, they're going to do something with that property, or they'll sit on it, one way or another but the chances are they'll talk with a builder. He said when the prices, when the market forces the price for building to go down, and that will happen at some point, we will not stay on this road to ruin forever, people will build houses and they will build a lot in this area.

Motion: Commissioner Rebholz motioned to form a taskforce for workforce affordable housing. Commissioner Booth seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

Communication Among Commissioners, the Chairman, and the Manager

Commissioner Richardson said key word of this communication among Commissioner, the Chairman, and the manager. He said I'm not sure as a Commissioner that I have been as well informed of what is going on in the background between the Manager and the Chairman, between the Manager and the Board and between the Board and the Chairman. He said I want to see this improve, I don't like to be left out and I think one of the easiest things we can do with this is that all the Board members should receive a copy of all the communications that go on between the Manager. He said send all of the communication instead of some of the communication so I would make that as a motion.

Chairman Waters said let me make a comment. He said if I need information or I want to get something to Mr. Alligood I send him an email or I copy the department head and as far as I know Mr. Alligood, when he responds back it goes to all of the Commissioners.

Mr. Alligood said let me address that. He said if there's a discussion that's going on, if there's information being shared that does go back to the entire Board. He said if I get a request from a Commissioner that's related to a personal matter that they're dealing with I don't necessarily share that with the Board. He said if you were to ask me something that's related to your property, a question, that wouldn't be a policy matter or something the Board would need so no, I wouldn't necessarily share that with the Board. He said that's been my practice since I've been here, to try and make sure the Board gets that information. He said I know we've had some challenges, Commissioner Richardson, on the County email side. He said we've tried to send it both to the County and your personal email so I'm happy to try to make sure that's not working but it's been my practice all along. He said now, I may have a conversation with the Chairman about a procedural

thing that's going on during a telephone call but if there's something that is related to a policy question I think that, the rest of the Board would need to tell me I'm not doing that because I'm trying to.

Commissioner Richardson said I think the Chairman just said that he sent an email to the highway engineer and asked him to change something, the rest of us didn't see that. He said this is a Board and it functions entirely as a Board, all of us should be served equally.

Chairman Waters said let's go back to the DOT. He said Billy Warren has called me four or five times and has been to my house a couple of times and about a month ago I said we're having trouble getting a response back from DOT, tell me who you talk to, so he called me, and he gave me the number and he came down here and he road with me, so I said I'd call him directly. He said that's the only time I went around the County Manager, and I was just calling him to ask him to give us an update to try and speed it up because it was just sitting still, I mean absolutely sitting still. He said but that was nothing more than following up something that one of the people in the County asked us to do. He said do you not do that; do you not respond to citizens.

Commissioner Richardson said well yeah but without us rubbing salt in a wound, there's been several things over the years that have happened with the Board that all of the Commissioners were not informed about. He said I want to be sure that none of that is going on now.

Chairman Waters said are you, do you make requests of the Manager that we know about or do you just call him or write him an email.

Commissioner Richardson said I do it all kinds of ways and I don't have a problem with what you described. He said one person makes a request and he answers to everybody, I don't have a problem with that, I'm just saying I want to be sure that as a Commissioner that I am privy of all of the things that are going on between them and the Chairman because the Chairman is only empowered to conduct a meeting. He said he is not empowered to do anything else, the Board functions as a Board.

Chairman Waters said you make it sound like we're doing something. He said I have one vote I mean I can't spend any money unless the Commissioners agree to it.

Commissioner Richardson said that's not what we're talking about. He said we're talking about information on ongoing items that should be distributed to everybody and getting distributed everywhere that it should go, that there's no privileged communication among and between entities that I'm talking about. He said that's all I'm saying and if that's the case than everything is fine but that hasn't always been the case and that's why I'm bringing this up.

Chairman Waters said if you can be more specific than be it.

Commissioner Richardson said I'll be specific, when you dissolved the hospital board and took the trust fund. He said the entire Board wasn't informed, you went out and hired lawyers and didn't tell anybody. He said there's been several other incidents like that and what I'm saying is we don't want something like that happening again.

Chairman Waters said I did not do that on my own. He said that was all done by a vote of the Commissioners.

Commissioner Richardson said no, that was done by two or three Commissioners acting in a back room so if you want to get hostile with this we will. He said this has been a pleasant conversation so far and I want to keep it that way, but I want to make sure that the fair, even handed communication goes on with all of the Commissioners. He said not some of the Commissioners, not one of the Commissioners, not the Chairman.

Chairman Waters said we're having a good discussion right now and you've got the most agenda items on there so we're spending time trying to accommodate you so go on to your next one.

Commissioner Richardson said I've got a motion on the floor.

Commissioner Booth said I've got something, I get all the information I need, and I don't even know what you're talking about, and I'm not doubting what you say but I get all the information I need. He said every time I look on my phone Mr. Alligood has emails on there with about nine or ten of us Cc'd, the finance officer and he Cc's Ms. Mosher and I'm well pleased. He said anything you do for your constituents; I don't need to know everything that you do. He said I'm just

pleased with the way it is and I'm being sincere. He said I worked with one of my constituents on Friday up until 5:00 PM, helping with something. He said I didn't pick up the phone and give the Manager a call or all of you, I did the best I could with what they wanted.

Commissioner Deatherage said excuse me, I just want to say one thing because I haven't spoken yet. He said we all know there are back-channel communications, I hear about it even if I'm not privileged to these communications. He said I would like, if there's anything substantive, and we'll leave it up to you and the Manager to decide what is substantive. He said if it comes to me and I find out about it and you didn't think it was substantive and it is substantive, qualitatively, quantitatively you can discern what is substantive and what isn't substantive. He said anyone with a working brain can do so if it substantive, if the normal person would think it was substantive than these are items that should go to all the Board members.

Chairman Waters said I think we've been doing that

Motion: Commissioner Richardson motioned that the Commissioners receive copies of all communication between the Manager and the Chairman. Commissioner Deatherage seconded. The vote was unanimous.

Jail Discussion

Commissioner Richardson said the jail population, this goes really with the nursing hours. He said I asked for the nursing hours for the jail and the jail population goes with that. He said we had like 54 people on the last jail report and I'm not sure that I'm reading this thing correctly, but we've got the November schedule for nursing at the jail and some days there's 16 and 18 hours of nursing going on in the jail and it looks like we have three nurses hired to cover the jail for 54 people. He said if you take 16 hours of nursing in the jail, 50 people in the jail then each one of those inmates are getting about 20 to 25 minutes of service from a nurse. He said before, when we had southern whatever it was, the contract stuff, they were in the jail four hours a day and they went on their way. He said I'm just concerned that we are over nursing in the jail, and we need to look at this when the budget comes up because this is a great expense, there's a lot of effort here and with only 54 people in the jail and three nurses where does all that time go, what do these people do.

Mr. Alligood said I asked the Health Director if he would stick around tonight so that he could answer any of those specific questions because I anticipated those so Mr. Madson if you could address those please.

Mr. James Madson said I think, I don't know exactly every way of explaining it, but I would say that 54 census means maybe 54 people are there at one time but it's turning over constantly. He said there's a bunch of people coming in and they have to get processed. He said by law they have to have a medical assessment and once you find something you have to treat it so it's not three nurses for 54 people. He said it's for all the people that are rotating through. He said the average stays there a couple of weeks so that's one part of it. He said the other part is we're required to cover the jail 24/7 so we're trying to cover it 24/7. He said we tried covering it early on with two but we couldn't so I came to you all and asked for the third position and you all gave it to me under the condition it would be an LPN instead of an RN because an LPN is a little bit cheaper. He said so that's what we have, we have two nurses and an LPN, but they do a lot of the same thing. He said so to tell you what they do, they do a physical assessment on everyone that comes through the jail, they also conduct sick call every day. He said sick call does come with a charge so if an inmate wants to be seen by a nurse then they do pay out of their canteen funds and things like that, unless they're sick where they need a follow-up with a provider then that is covered by the follow-up cost, not to them. He said many of the people who come to the jail are going through detox, which is actually a pretty time-consuming effort. He said we're constantly doing what they call an evaluation to determine what level detox they're in so we can manage them. He said Wednesdays we have the behavior health people come in and so the nurse provides service to help get them connected with that provider as well. He said a lot of times we're having to deal with transporting people to central processing, which is another medical assessment that has to be done. He said we have MAT, or medical Assistant therapy that has to be done, we vaccinate for Covid, we test for Covid, we test multiple people for Covid every day. He said we may have to refer out for tele-site or for safekeeping. He said these are some activities we do throughout the day. He said Tuesday and Wednesdays are the only days I do have three nurses in there. He said I have to get them 40 hours per week, and I have to think about not abusing their time, trying to keep them there until 10:00 PM so it's a way for us to make sure we're covering them from at least 7 in the morning to 8 in the afternoon for all medical care. He said also on the weekends we have a nurse cover care. He said on Tuesday and Wednesday sometimes I have the two nurses there or two nurses and the LPN for 6 hours. He said so for 12 hours per week I have three nurses there. He said the rest of the time it's one or two. He said during that time period often time they've earned

comp time because they've had to come in at two in the morning or come in and do something at the jail so on Tuesday or Wednesday they'll take off some time to get it down to 40 hours. He said if they have appointments, medical appointments, or things like that we ask them to make them on Tuesday or Wednesday so we can accommodate them, so they'll take their sick leave. He said the nurses have been very cooperative with things like that. He said right now we are transferring over from the jail paper versions to electronic medical records because often times the nurse will be taking paper records, scanning them, and documenting them so we're keeping them busy. He said lastly, if they don't have anything to do, we'll ask them to come over to the Health Department and help with work over there. He said that's why we have three nurses to cover.

Commissioner Richardson said I'm just concerned that we did this for four hours a day with 100 people and now it's taking all of this time with half of those people in there. He said the other thing I'd like to say is I thought we did away with comp time 20 years ago.

Mr. Madson said there's an exception for RN's because they're working midnights and coming in, they're working extra hours and things like that.

Commissioner Richardson said well we need to look at this come budget time because there's a lot of money here, there's a lot of help here, there's a lot of people getting care at the taxpayer's expense that in my opinion is not necessary.

Vidant Emergency Room Report

Commissioner Richardson said I guess who's on the Board over there, Vice-Chairman Langley is that you.

Vice-Chairman Langley said I am, and they really don't want to come and talk to you.

Commissioner Richardson said I know they don't want to come and talk to me because I'm going to ask them some really embarrassing questions.

Vice-Chairman Langley said all the questions you have, if you submit them they will answer them all.

Commissioner Richardson said no, I'm not going to play that game.

Vice-Chairman Langley said well Commissioner Richardson there's no way you can command them to come here.

Commissioner Richardson said well what I'm going to ask then is for the Clerk to provide all the Commissioners with a copy of the Vidant lease.

Commissioner Booth said except this one.

Commissioner Richardson said we need to look at that lease and we need to see what Vidant said they were going to do and if there's a problem with the lease we have an attorney.

Commissioner Booth said don't send it to me.

Commissioner Richardson said I'm going to ask again for Vidant to come and let's talk about how to provide emergency care in Beaufort County because they've essentially shut down all services except day services in Belhaven because they promised several people, they didn't get it in writing, but they promised they would provide more services down there and they're not doing it. He said that's one of the ways to take pressure of the emergency room because that emergency room was a big deal, it still is a big deal, and we need to read the lease and see what we're supposed to be doing. He said I can play hard ball if this Board is willing to.

Commissioner Booth said please, that lease is probably two trees long. He said don't send it to me because I'm not on a witch hunt here.

Commissioner Richardson said this is not a witch hunt. He said I'm getting complaints from people. He said people are dying because of lack of care in that emergency room, that's what I'm hearing and I'm hearing it from more than one person.

Commissioner Booth said people are dying all over the world Commissioner Richardson.

Commissioner Richardson said so you don't care if they die.

Commissioner Booth said yes I care that they die.

Commissioner Richardson said I am going to do what I have to do to help the people of Beaufort County. He said you are in it because the County leased that hospital to Vidant for thirty years.

Commissioner Booth said I'm saying please do not send me that lease. He said I'm telling you right now I'm not going to read it and I will go off the limb and tell you out of all seven of us here and none of us are going to read it.

Commissioner Richardson said I'm going to tell you right now you have a responsibility and you're running from your responsibility. He said you need to consider resigning.

Commissioner Booth said please don't send it, I'm running from my responsibility. He said I do not run the hospital, please don't send it to me. He said I'm telling you I'm not going to read it.

Commissioner Deatherage said is there any way you can send it in digital format.

Ms. Mosher said yes.

Commissioner Deatherage said you can, I'd like that in digital format.

Combating Drug Use in Beaufort County

Commissioner Richardson said well we're back to combating drug use in Beaufort County, and again, this Board has been benign in doing anything in drug use. He said you seem unconcerned about drugs in Beaufort County. He said the fact that all of this fentanyl is coming in here, 100,000 people in the United States died from drug use last year and we're not willing to do anything. He said I'm going to ask this Board again please, let's send a team to Raleigh to lobby the legislature on increasing the fines and time in prison for selling drugs. He said notice I didn't say for using drugs, I said for selling drugs. He said so what do you want to do, that's a motion.

Commissioner Deatherage said Commissioner Richardson can you expand your motion to include discussion of the border because that's where a lot of fentanyl is coming in, across the southern border because it's wide open.

Commissioner Richardson said I think it includes all of the above.

Commissioner Deatherage said it's been two years since the border has been wide open and now the states, the true border states, I say we're all border states, but the true physical states are now suing in court, and it is getting to the supreme court, and it looks like there's going to be some discussion on what is the duties of the federal government. He said if there are laws on the books and the executive, which is the Biden administration, such as it is, if they choose not to follow the law or enforce the law is that a lawless government or not and that's what's going to be coming into discussion at some of these federal courts, but it's taken two years and we've had a lot of damage done to this country in the meantime. He said you're right, there's been 100,000 deaths last year, that we know of, from opioid overdoses, from that poison and people talk about there's 500 deaths from gun violence and things like that, 500 compared to 100,000. He said that's a big disparity. He said we're at the point now where we should have 1.8 Vietnam's last year, in one year, and that's going to be increasing if something isn't done. He said so would you include it.

Commissioner Richardson said yes, I'll include that in the motion.

Motion: Commissioner Richardson motioned to send a team to Raleigh to lobby the legislature on increasing the fines and time in prison and to talk about the southern border. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

Commissioner Rebholz said are you going to lead the delegation.

Commissioner Richardson said yes. He said that takes care of it, I just didn't see the Chairman vote. He said if that's the case at the next meeting we can discuss how we're going to do this, who's going to go and how this is going to get done.

Commissioner Booth said we can do it right now.

Commissioner Richardson said everybody that wants to go can go.

Commissioner Booth said then do it right now.

Chairman Waters said I think it would be a good idea since we've got a new Sheriff coming, maybe he would be interested in going up there to try and get support and we do have a new Senator representing Beaufort County.

Commissioner Richardson said who was it that is interested in participating in this.

Commissioner Deatherage said I am.

Commissioner Booth said not me.

Chairman Waters said we were just up there for the legislative conference.

Commissioner Richardson said well Commissioner Deatherage and I can take care of this.

Commissioner Deatherage said ask the Sheriff too.

Commissioner Richardson said yes, the Sheriff, we'll talk to the Sheriff.

Illegal Immigrants in Beaufort County

Commissioner Richardson said I just want to say this, we do have illegals coming into Beaufort County. He said I'm talking to contractors who tell me how cheap they're getting work done and this is illegals. He said they pay these people virtually nothing, they're coming into Pitt County, the non-profits are picking them up in Pitt County and they're disbursing them into our community. He said we need to be aware of this and it's something we need to think about how to get it under control because they're taking jobs away from locals and these people are working for slave wages.

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

Adjourned at 8:47 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

1. Budget Amendment, Health Dept – James Madson, Health Director
2. Sheriff's Bond – Brian Alligood, County Manager
3. Surplus, Health Dept – James Madson, Health Director
4. Surplus, Public Works – Christina Smith, Public Works Director
5. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
6. Late Application for Tax Relief – Lloyd Salter, Tax Assessor
7. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 12/05/22

FY Budget: 2023

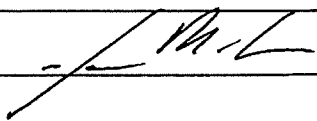
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460000	Misc Health Grants Revenue	\$95,000	
105110-544000	Health General Contract Services	\$56,813	
105110-535100	Health General Maintenance Building	\$10,982	
105110-569995	Health General Repay	\$4,957	
105120-535100	Immunization Maintenance Building	\$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. _____	

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: Arnold Scott Hammonds

N/A

Residing Agent, N/A

Principal

The Ohio Casualty Insurance Company

By Elizabeth A. Hartzberg
Elizabeth A. Hartzberg Attorney-in-Fact



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

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

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

Renee C. Llewellyn, Assistant Secretary

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.

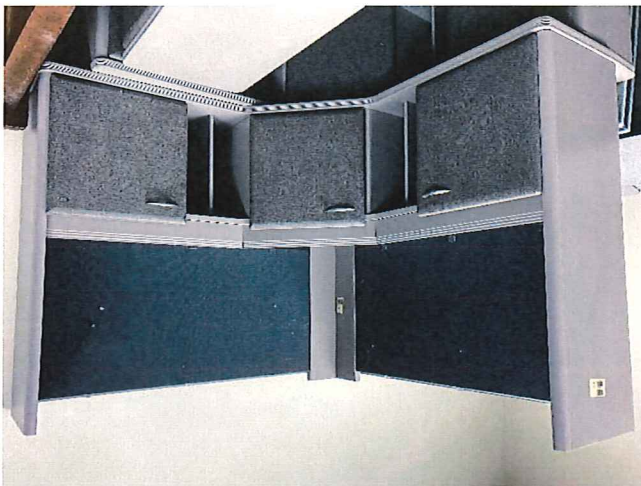
The board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping. The bond shall be taken on the first Monday of December next after the election. (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.)



(1) Modular reception desk/counter



(1) Modular reception desk/counter (continued)



(2) Modular upper cabinets



(1) Modular table



(1) 6' conference table

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



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 LONDON 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 Jurisdiction	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)
COOPERS PAINTING INC	COOPERS PAINTING INC		851 E MAIN ST	BELHAVEN, NC 27810	Refund Generated due to proration on Bill #0030342561-2021-2021-0000-00	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)
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)
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 Total	\$1338.06

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 # 0000020269-2022-0000-00 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	ESCROW DEPT3101 WAKE FOREST RDRALEIGH27609	Overpayment on Payment of CHECK on Bill # 0000051697-2022-2022-0000-01 of	DPCMOR	204.82
894110	GEORGEAROBERTSON	ESCROW 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 # 00000001827-2019-2019-0000-00	DPCADJ	2,417.16
899024	GOLDEN ARCH REALTY CORP	118 MARKET STREETNEW BERN28560	Refund on Bill # 00000001827-2020-2020-0000-00	DPCADJ	2,417.16
899025	GOLDEN ARCH REALTY CORP	118 MARKET STREETNEW BERN28560	Refund on Bill # 00000001827-2021-2021-0000-00	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					

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

ADDENDUM 2

FY 23 Document Imaging Conversion Purchase Request



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.

ADDENDUM 3

Position Reclassification

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@beaufordss.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)

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

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	Income Maintenance
Location (City)	Washington
Agency	Beaufort County DSS
Agency Representative Email	kelly.smith@beaufordss.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 Manager 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)

ADDENDUM 4

**Contract Award and Purchase Order, Watershed
Restoration Project**

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:

Grillot Construction LLC
Russell Enterprises
Zulu Marine
Hall American
Landscaping Unlimited
L & S Feed
RDC Debris Removal
J & J Environmental

Equipment List	References	Bidder Qualifications	Proof of Insurance	Price per Foot	Total Cost
X	X	X	X	\$ 3.85	\$ 210,980.00
X	X	X	X	\$ 3.29	\$ 180,292.00
X	X	X	X	\$ 9.09	\$ 498,132.00
X	X	X	X	\$ 1.75	\$ 95,900.00
X	X	X	X	\$ 1.23	\$ 67,404.00
X	X	X	X	\$ 2.00	\$ 109,600.00
X	X	X	X	\$ 2.35	\$ 128,780.00
X	X	X	X	\$ 2.35	\$ 128,779.00

Authorized Signature / Commissioner :

Karen Ward

Witness:

Hollie Jones 11/16/2022

ADDENDUM 5

**Contract Award, Budget Ordinance and
Purchase Order**

Bid Tabulation

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

Witness

[Signature] 10-12-22 14:08
[Signature]

**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
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Expenses:

140-4963-559912	STREAM DEBRIS REMOVAL 22-080-4008	\$334,931
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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



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 files 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

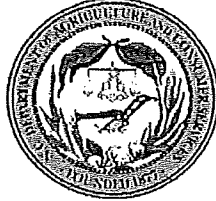
PROJECT TITLE/NAME: Streamflow Rehab Assistance Program

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	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	Yes	✓
Yes	X	Attachment G – Streamflow Rehabilitation Assistance Program (STRAP) Quarterly Progress Report***		Yes	X	Yes	✓
Yes	X	Attachment H- Request for Payment form***		Yes	X	Yes	✓
		** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.					

11/8/19/2022

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only

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

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 I, 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.

☒ 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 (SrRAP) 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.

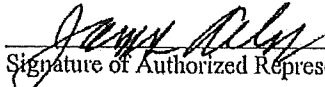
(This space is internally left blank)

XV. Signature Warranty:

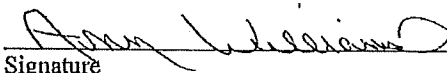
The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

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

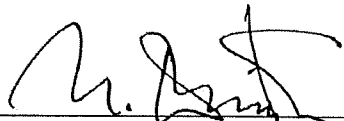
<u></u>	<u>8/18/22</u>
Signature of Authorized Representative	Date
<u>James Allen</u>	<u>Chairman</u>
Printed Name	Title

Witness:

<u></u>	<u>8/18/22</u>
Signature	Date
<u>Ann Williams</u>	<u>Resource Conservation Office Manager</u>
Printed Name	Title



North Carolina Department of Agriculture and Consumer Services

<u></u>	<u>8.19.2022</u>
Signature of Authorized Representative	Date
<u>N. David Smith, Chief Deputy Commissioner</u>	

PUBLIC SECTOR CONTRACTS (Including Local Governments)**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

PUBLIC SECTOR CONTRACTS (Including Local Governments)

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

PUBLIC SECTOR CONTRACTS (Including Local Governments)

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

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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 Run	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 from the flood plain 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 from the flood plain 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 from the flood plain by means of hauling and chipping.	0	\$115,250
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 from the flood plain 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.

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 Conservation District

Grantee Organization Name



Signature of Authorized Representative

8-18-22

Date

James Allen

Chairman

Printed Name of Authorized Representative

Title

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

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

(MM/DD) Format

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:

Print Name & Title:

James Allen, Chairman

Anita C. Radcliffe, Chief Financial Officer

Signature:

Signature:

ADDENDUM 6

Mega-Site Property Search Authorization

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: _____

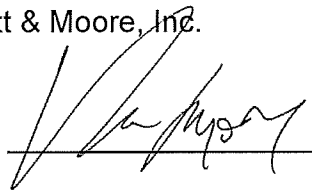
Name: Brian M. Alligood

Title: County Manager

Date: _____

FOR THE ENGINEER:

Garrett & Moore, Inc.

By:  _____

Name: Vance F. Moore, P.E.

Title: President

Date: November 23, 2022

ADDENDUM 7

Copy-Pro Copier/Printer Contract Renewal



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			Freight & Delivery	
Lease: Leasing Co: J&M Executive Leasing Term: 60 mths @ \$ 3,644.51			Subtotal	
Trade-In: Model #: MULTIPLE Serial # _____ End Meter: _____			Sales Tax	
Reason for Removal: _____ Upgrade _____ T/I Allowance: _____			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.



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 initiating 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			
LESSOR	SIGNATURE	TITLE	DATED

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 Assessors	EQU3903	C4503		104142 544000	\$352.60	C450I, PAPER FEED, RELAY, FINISHER, HOLE PUNCH, FAX	\$234.29
Tax Assessors	EQU3568	C3100P	Bobby	104142 544000	\$83.77	C3300I	\$53.13
Tax Assessors	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	C5450		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	

ADDENDUM 8

**Appointment to Fill Unexpired Term of
Register of Deeds**

§ 161-5. Vacancy in office.

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

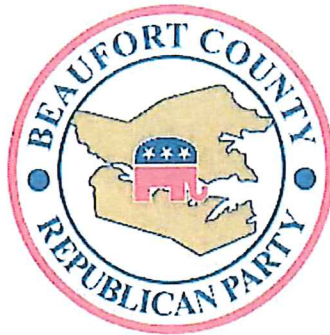
(a1) When a vacancy occurs from any cause in the office of register of deeds, the board of county commissioners shall fill such vacancy by the appointment of a successor for the unexpired term, who shall qualify and give bond as required by law. If the register of deeds was elected as the nominee of 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

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

ADDENDUM 9

Establish Salary for New Register of Deeds

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
50	21,140	22,197	27,482	33,824				
51	22,091	23,196	28,718	35,345				
52	23,084	24,238	30,009	36,935	Chore Provider*	N	Yes	Social Services
53	24,123	25,329	31,360	38,597				
54	25,209	26,469	32,773	40,335	Nutrition Site Program Supervisor*	N	Yes	Social Services
55	26,343	27,660	34,247	42,149	Housekeeper*	N	Yes	Social Services
56	27,529	28,905	35,787	44,046	Animal Shelter Assistant	N	Yes	Animal Control
57	28,768	30,206	37,399	46,030	Medical Records Assistant III*	N	No	Health
					Processing Assistant III*	N	No	Health
58	30,063	31,566	39,082	48,101	Practical Nurse I*	N	Yes	Health
59	31,416	32,987	40,841	50,266	Accounting Clerk IV*	N	No	Health
					Accounting Clerk IV*	N	No	Social Services
					Administrative Support Assistant	N	No	County Manager
					Administrative Support Assistant	N	N/A	Sheriff
					Deputy Register of Deeds	N	No	Register of Deeds
					Emergency Medical Technician - Basic	N	Yes	Emergency Medical Services
					Medical Records Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Social Services
					Water Meter Reader	N	Yes	Water
60	32,829	34,470	42,678	52,527	Customer Service Representative - Land Records	N	No	Tax Administration
					Foreign Language Interpreter *	N	No	Health
					Records Specialist	N	No	Tax Administration
					Tax Customer Service Representative	N	No	Tax Administrator
					Tax Customer Service Representative	N	No	Tax Collector
					Utility Customer Service Representative	N	No	Water
					Water Distribution System Mechanic	N	Yes	Water
61	34,307	36,022	44,599	54,890	Accounting Technician II*	N	No	Social Services
					Accounting Technician II	N	No	Water
					Administrative Specialist	N	No	Emergency Medical Services
					Administrative Specialist	N	N/A	Sheriff
					Animal Control Officer	N	Yes	Animal Control
					Elections Specialist	N	No	Elections
					Emergency Medical Technician Intermediate	N	Yes	Emergency Medical Services
					Income Maintenance Caseworker I*	N	No	Social Services
					Maintenance Technician	N	Yes	Public Buildings
					Permit Technician	N	No	Planning

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
					Telecommunicator	N	N/A	Communications
62	35,849	37,641	46,604	57,359	Finance Technician	N	No	Finance
					Senior Tax Customer Service Representative	N	No	Tax Administration
					Senior Water Distribution System Mechanic	N	Yes	Water
					Utility Customer Accounts Specialist	N	No	Water
					Water Treatment Plant Operator	N	Yes	Water
63	37,463	39,336	48,701	59,939	Accounting Technician III*	N	No	Health
					Administrative Assistant I*	N	No	Social Services
					Computer Support Technician II*	N	No	Social Services
					Delinquent Tax Collections Specialist	N	No	Tax Collector
					Detention Officer	N	N/A	Jail
					Economic Development Specialist	N	No	Economic Development
					Foreign Language Interpreter II*	N	No	Health Department
					Foreign Language Interpreter II*	N	No	Social Services
					Income Maintenance Caseworker II*	N	No	Social Services
					Social Worker I*	N	Yes	Social Services
					Tax Revenue Technician	N	No	Tax Collector
64	39,148	41,105	50,892	62,638	Assistant Register of Deeds	N	No	Register of Deeds
**Special Hire Rate	42,000				Deputy Sheriff	N	N/A	Sheriff
Deputies Only					Emergency Management Specialist	N	No	Emergency Management
					Fire Marshall/Inspector PT	N	Yes	Emergency Management
					Human Resources Specialist	N	No	Human Resources
					Land Records Specialist	N	No	Tax Assessor
					Medical Laboratory Technician II*	N	Yes	Health
					Meter Services Supervisor	N	Yes	Water
					Paramedic	N	Yes	Emergency Medical Services
					Senior Elections Specialist	N	No	Elections
					Senior Water Treatment Plant Operator	N	Yes	Water
					Tax Exemption Specialist	N	Yes	Tax Assessor
65	40,910	42,956	53,184	65,456	Administrative Assistant II*	N	No	Social Services
					Business Personal Property Appraiser	N	No	Tax Administration
					Community Employment Case Manager*	N	No	Social Services
					Detention Shift Supervisor	N	N/A	Jail
					District Resource Conservation Specialist	N	Yes	Soil and Water
					Income Maintenance Caseworker III*	N	No	Social Services
					Income Maintenance Investigator II*	N	No	Social Services
					Income Maintenance Supervisor I*	N	No	Social Services
					Plant Maintenance Mechanic	N	Yes	Water
					Public Health Education Specialist*	N	No	Health
					Senior Delinquent Tax Collections Specialist	N	No	Tax Collector
					Tax Customer Service Supervisor	N	No	Tax Administration
					Telecommunications Shift Supervisor	N	N/A	Communications
66	42,751	44,889	55,577	68,401	Benefits Coordinator	N	No	Human Resources
					Building Codes Inspector	N	Yes	Planning

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	PLSA	SAFETY 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

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,

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

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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<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>



Coates' Canons NC Local Government Law

Determining the Pay for the New Sheriff

Published: 01/06/15

Author Name: Robert Joyce

A new sheriff has been elected. What will his salary be? Must he be paid what the old sheriff was being paid, or can he be paid less?

Here is one way to read the statutes: the new sheriff must be paid at least as much as the old sheriff, unless the county commissioners thought far ahead and took steps way back before the election to lower the salary in the upcoming term.

Here is another way to read the statutes: The new sheriff can be slotted onto the county's salary schedule at an appropriate grade and step just as any other employee coming into a new position would be. The commissioners need take no step ahead of time other than adopting an appropriate salary schedule for all employees.

Which interpretation is correct? Until a court might rule on the matter in a particular case, or the General Assembly might amend the statutes to clarify matters, we cannot know for sure. But in my opinion, the second interpretation is correct: the new sheriff can be slotted appropriately onto the pay schedule.

The basic statute

The basic statute governing compensation of county employees generally is GS 153A-92. It provides that the board of county commissioners "shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans." That is, the commissioners have the authority to set up a pay schedule that includes all employees, included elected officials such as the sheriff. The commissioners have the authority to revise the pay schedule as they deem appropriate, even if that means reductions in salaries of county employees.

With respect to elected officials, however, the statute contains two significant constraints.

First, it provides, in subsection (b)(1), that the commissioners may not reduce the compensation paid to an elected official (such as the sheriff) if the reduction is to take place during the term of office of the elected official. That is, if the commissioners are unhappy with an elected official, they cannot punish that official with a pay cut during the term.

Second, it provides, in subsection (b)(2), that the commissioners may reduce the salary of an elected official for an upcoming term, not for the current term. They can do so if they act far enough ahead of the election for the new term. They must give notice of the intent to lower the salary in the new term at least 14 days before the last day of the period in which candidates for the office file their notice of candidacy—that's in February of the year in which the general election will be in November.

So, if the commissioners think about it nearly a full year ahead, they can set a lower salary for the new term. Maybe old sheriff Jones, who has been in office for 20 years, has gotten salary increases along the way, and now is making \$100,000. He is going to retire. Maybe the commissioners believe that whoever is elected to replace him should not be paid that much, since that person

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will have no experience as sheriff and simply does not merit such a salary. Acting well in advance, they can set a new salary for the new term, and that is what the new sheriff will be paid.

An alternative approach

But do the commissioners really have to think that far ahead? If they fail to, are they really stuck with the old sheriff's high salary for whoever is elected, regardless of experience and qualifications? Since the statute does in fact set out a method for changing the salary for the upcoming term, it is arguable that the outcome is that the commissioners are in fact stuck.

But I don't think that is the right outcome.

The statute directs the commissioners to set a "schedule of pay, expense allowances, and other compensation" for all county officers and employees, specifically including elected officials. I think that if the commissioners do set such a schedule and do in fact include the sheriff, then the county can apply that schedule to determine the salary to be paid to the new sheriff without need to go through the way-in-advance salary-change procedure of GS 153A-92(b)(2).

I think that for two reasons.

First, the salary-change procedure applies when the commissioners "reduce the salary, allowances, or other compensation of an officer to be elected at the general election." The process of slotting a newly-elected sheriff on a salary schedule, at a rate lower than the old sheriff was making, is not the equivalent of reducing the compensation "of an officer to be elected at the general election." The compensation to be paid to the officer who will be elected sheriff will be determined according to the salary schedule. There is no "reduction" involved, even if the consequence is that the new sheriff is paid less than the old sheriff.

Second, the statute that governs the filing fee that candidates for sheriff must pay supports this interpretation. That statute is GS 163-107. It provides that for offices generally, including the office of sheriff, the filing fee that a candidate must pay (unless the candidate goes through a written petition process to avoid paying the filing fee) is 1% of the first annual salary to be received by the candidate if elected. It then says this:

The salary of the office that is the basis for calculating the filing fee is the starting salary for the office, rather than the salary received by the incumbent, if different. If no starting salary can be determined for the office, then the salary used for calculation is the salary of the incumbent, as of January 1 of the election year.

That is, the statute recognizes that an elected office may have a "starting salary," derived from a salary schedule, that is different from the salary being paid to the current office holder.

Complications

The interpretation that says the county is stuck with the higher salary of the old sheriff if the commissioners don't act almost a year ahead has one advantage: it is clear cut and simple. If the commissioners act by the time of the filing period, they can lower the salary for the upcoming term. If they don't, then the new sheriff gets the old salary. Simple.

But simplicity is its only advantage. It does not, in my opinion, serve the interests of the county and the citizens for a newly-elected sheriff with considerably less experience to automatically earn what the old, experienced incumbent was making. The alternative interpretation has the advantage that the salary schedule can be regularly applied to the sheriff as to other employees and the newly elected sheriff can be paid a salary that fairly compensates him in comparison to other employees. And it requires no way-ahead action on the part of the commissioners.

The alternative interpretation does raise a couple of complications, however.

First, who is to determine where the new sheriff is to be placed on the salary schedule? I think this is the answer: whoever normally decides the placement when a new employee comes on board also determines the placement for the new sheriff. If the county human resources director normally makes that decision, then the HR director should make it for the new sheriff. Of course, GS 153A-92(c) says that after the commissioners have adopted a pay plan "the manager is responsible for . . .

<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>

administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.” So, ultimately, the decision of where to place the new sheriff rests with the county manager. If the HR director normally makes the decision, then I think any employee (including the new sheriff) could appeal to the manager.

Second, what happens if the newly elected sheriff doesn’t agree with the determination? Ultimately, I suppose, he could sue the county.

Third, there is case law in North Carolina indicating that for some purposes employees of the Office of the Sheriff are not regular employees of the county. One 1988 opinion from the court of appeals, for instance, makes the point very bluntly. After acknowledging that the commissioners have the power to set the number of employees that a sheriff may hire and to approve the hiring of relatives, the opinion says this: “In all other aspects, the individual person is an employee of the sheriff, de facto or de jure. Thus, any claim that the County or Board of Commissioners is the employer of [the sheriff office employee] is unsupported by the facts in the case *sub judice*.” *Peele v. Provident Mutual Life Insurance Company*, 90 N.C. App. 447. This language might be read to support the idea that a salary schedule adopted for county employees could not be applied to the sheriff himself. That conclusion is unwarranted, I believe. The *Peele* case involved liability, not compensation, and in other cases courts have held that for other purposes, such as confidentiality of personnel records, employees of the sheriff’s office are county employees. Further, the language directly found in GS 153A-92 permits the commissioners to apply pay schedules to elected officials. To me, that makes it clear that the pay schedule may be applied to the elected sheriff.

Register of deeds

This entire discussion applies fully to the office of register of deeds, just as it does to sheriff.

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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).)

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

ADDENDUM 10

Establish Salary for New Sheriff

BEAUFORT COUNTY SALARY PLAN

2022 - 2023

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
50	21,140	22,197	27,482	33,824				
51	22,091	23,196	28,718	35,345				
52	23,084	24,238	30,009	36,935	Chore Provider*	N	Yes	Social Services
53	24,123	25,329	31,360	38,597				
54	25,209	26,469	32,773	40,335	Nutrition Site Program Supervisor*	N	Yes	Social Services
55	26,343	27,660	34,247	42,149	Housekeeper*	N	Yes	Social Services
56	27,529	28,905	35,787	44,046	Animal Shelter Assistant	N	Yes	Animal Control
57	28,768	30,206	37,399	46,030	Medical Records Assistant III*	N	No	Health
					Processing Assistant III*	N	No	Health
58	30,063	31,566	39,082	48,101	Practical Nurse I*	N	Yes	Health
59	31,416	32,987	40,841	50,266	Accounting Clerk IV*	N	No	Health
					Accounting Clerk IV*	N	No	Social Services
					Administrative Support Assistant	N	No	County Manager
					Administrative Support Assistant	N	N/A	Sheriff
					Deputy Register of Deeds	N	No	Register of Deeds
					Emergency Medical Technician - Basic	N	Yes	Emergency Medical Services
					Medical Records Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Social Services
					Water Meter Reader	N	Yes	Water
60	32,829	34,470	42,678	52,527	Customer Service Representative - Land Records	N	No	Tax Administration
					Foreign Language Interpreter *	N	No	Health
					Records Specialist	N	No	Tax Administration
					Tax Customer Service Representative	N	No	Tax Administrator
					Tax Customer Service Representative	N	No	Tax Collector
					Utility Customer Service Representative	N	No	Water
					Water Distribution System Mechanic	N	Yes	Water
61	34,307	36,022	44,599	54,890	Accounting Technician II*	N	No	Social Services
					Accounting Technician II	N	No	Water
					Administrative Specialist	N	No	Emergency Medical Services
					Administrative Specialist	N	N/A	Sheriff
					Animal Control Officer	N	Yes	Animal Control
					Elections Specialist	N	No	Elections
					Emergency Medical Technician Intermediate	N	Yes	Emergency Medical Services
					Income Maintenance Caseworker I*	N	No	Social Services
					Maintenance Technician	N	Yes	Public Buildings
					Permit Technician	N	No	Planning

BEAUFORT COUNTY SALARY PLAN

2022 - 2023

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	ELSA	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 Registrar of Deeds	N	No	Register of Deeds
**Special Hire Rate Deputies Only	42,000				Deputy Sheriff	N	N/A	Sheriff
					Emergency Management Specialist	N	No	Emergency Management
					Fire Marshal/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	65,436	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	58,437	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/>



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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<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>

will have no experience as sheriff and simply does not merit such a salary. Acting well in advance, they can set a new salary for the new term, and that is what the new sheriff will be paid.

An alternative approach

But do the commissioners really have to think that far ahead? If they fail to, are they really stuck with the old sheriff's high salary for whoever is elected, regardless of experience and qualifications? Since the statute does in fact set out a method for changing the salary for the upcoming term, it is arguable that the outcome is that the commissioners are in fact stuck.

But I don't think that is the right outcome.

The statute directs the commissioners to set a "schedule of pay, expense allowances, and other compensation" for all county officers and employees, specifically including elected officials. I think that if the commissioners do set such a schedule and do in fact include the sheriff, then the county can apply that schedule to determine the salary to be paid to the new sheriff without need to go through the way-in-advance salary-change procedure of GS 153A-92(b)(2).

I think that for two reasons.

First, the salary-change procedure applies when the commissioners "reduce the salary, allowances, or other compensation of an officer to be elected at the general election." The process of slotting a newly-elected sheriff on a salary schedule, at a rate lower than the old sheriff was making, is not the equivalent of reducing the compensation "of an officer to be elected at the general election." The compensation to be paid to the officer who will be elected sheriff will be determined according to the salary schedule. There is no "reduction" involved, even if the consequence is that the new sheriff is paid less than the old sheriff.

Second, the statute that governs the filing fee that candidates for sheriff must pay supports this interpretation. That statute is GS 163-107. It provides that for offices generally, including the office of sheriff, the filing fee that a candidate must pay (unless the candidate goes through a written petition process to avoid paying the filing fee) is 1% of the first annual salary to be received by the candidate if elected. It then says this:

The salary of the office that is the basis for calculating the filing fee is the starting salary for the office, rather than the salary received by the incumbent, if different. If no starting salary can be determined for the office, then the salary used for calculation is the salary of the incumbent, as of January 1 of the election year.

That is, the statute recognizes that an elected office may have a "starting salary," derived from a salary schedule, that is different from the salary being paid to the current office holder.

Complications

The interpretation that says the county is stuck with the higher salary of the old sheriff if the commissioners don't act almost a year ahead has one advantage: it is clear cut and simple. If the commissioners act by the time of the filing period, they can lower the salary for the upcoming term. If they don't, then the new sheriff gets the old salary. Simple.

But simplicity is its only advantage. It does not, in my opinion, serve the interests of the county and the citizens for a newly-elected sheriff with considerably less experience to automatically earn what the old, experienced incumbent was making. The alternative interpretation has the advantage that the salary schedule can be regularly applied to the sheriff as to other employees and the newly elected sheriff can be paid a salary that fairly compensates him in comparison to other employees. And it requires no way-ahead action on the part of the commissioners.

The alternative interpretation does raise a couple of complications, however.

First, who is to determine where the new sheriff is to be placed on the salary schedule? I think this is the answer: whoever normally decides the placement when a new employee comes on board also determines the placement for the new sheriff. If the county human resources director normally makes that decision, then the HR director should make it for the new sheriff. Of course, GS 153A-92(c) says that after the commissioners have adopted a pay plan "the manager is responsible for . . .

<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>

administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.” So, ultimately, the decision of where to place the new sheriff rests with the county manager. If the HR director normally makes the decision, then I think any employee (including the new sheriff) could appeal to the manager.

Second, what happens if the newly elected sheriff doesn’t agree with the determination? Ultimately, I suppose, he could sue the county.

Third, there is case law in North Carolina indicating that for some purposes employees of the Office of the Sheriff are not regular employees of the county. One 1988 opinion from the court of appeals, for instance, makes the point very bluntly. After acknowledging that the commissioners have the power to set the number of employees that a sheriff may hire and to approve the hiring of relatives, the opinion says this: “In all other aspects, the individual person is an employee of the sheriff, *de facto* or *de jure*. Thus, any claim that the County or Board of Commissioners is the employer of [the sheriff office employee] is unsupported by the facts in the case *sub judice*.” *Peele v. Provident Mutual Life Insurance Company*, 90 N.C. App. 447. This language might be read to support the idea that a salary schedule adopted for county employees could not be applied to the sheriff himself. That conclusion is unwarranted, I believe. The *Peele* case involved liability, not compensation, and in other cases courts have held that for other purposes, such as confidentiality of personnel records, employees of the sheriff’s office are county employees. Further, the language directly found in GS 153A-92 permits the commissioners to apply pay schedules to elected officials. To me, that makes it clear that the pay schedule may be applied to the elected sheriff.

Register of deeds

This entire discussion applies fully to the office of register of deeds, just as it does to sheriff.

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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

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Charles,

The Beaufort County ROD plans to retire on December 31, 2022. This is mid-term for her. According to NCGS 161-5, the Board of Commissioners is obligated to appoint the person recommended by the county executive committee of the relevant political party if the recommendation occurs within 30 days of the occurrence of the vacancy. It seems that NCGS 161-5 anticipates an unplanned vacancy and can put a hold on filling the position for up to 30 days after the vacancy while the Board waits on a recommendation from the executive committee.

In this case, the ROD has communicated early her intent to retire mid-term and has also notified the executive committee. Can the Board of Commissioners, based on the "when a vacancy occurs" language in NCGS 161-5, appoint a new ROD from the executive committee's

recommendation prior to January 1, 2023 with it being effective January 1, 2023? I anticipate this situation has occurred before in NC and looking for advice on how to handle it so there is no lapse in ROD coverage, understanding that NCGS 161-5(b) essentially keeps the office running in the interim.

Thanks for your opinion on this matter.

Sincerely,

Brian M. Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, North Carolina 27889

Office: 252-946-0079

Fax: 252-946-7722

brian.alligood@beaufortcountync.gov

www.beaufortcountync.gov

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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).)



ARNOLD SCOTT HAMMONDS

SHERIFF, Beaufort County
North Carolina

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.

CONTACT

PHONE:
252-945-6059

EMAIL:
ssnobleagle@gmail.com

HOBBIES

OUPV USCG Captains License
Scuba Diving
Boating
Precision Shooting

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 Statutes 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.

ADDENDUM 11

Sidney Crossroads Speed Limit Request

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 $\pm$ 2100 ft
North of Seed Tick
Neck Road.

Pungo Creek Marina

Rep free existing 45 mph
Zone with 50 mph
Zone

Pungo Creek

Lizzy's Landing

1716

1717

BJ's Gas Station and
Convenience Store

Begin 50 mph Zone
 $\pm$ 800 ft South of
Sidney X rd.

Sidney Volunteer
Fire Department

