Beaufort County Board of Commissioners
Monday, January 7, 2023
Agenda
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Invocation and Pledge**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Items for Presentation**		
1.	Service Award Presentations – Deloris Creasman, Human Resources	**4**	5:40 PM
2.	FY 21/22 Audit Presentation – Anita Radcliffe, Finance Officer	**5**	5:45 PM
F)	**Public Comments**	**6**	5:55 PM
G)	**Legislative Updates for Elected Officials**	**7**	6:00 PM
H)	**Items for Consent**		6:05 PM
1.	Surplus, Health Department – JaNell Octigan, Public Health Director	**8**	
2.	FY 23 Fee Revision – JaNell Octigan, Public Health Director	**9**	
3.	Budget Amendment, Health Dept – JaNell Octigan, Public Health Director	**10**	
4.	Surplus, DSS – Kelly Smith, Social Services	**11**	
5.	Tax Office Refunds Over $100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	**18**	
6.	Advertise Delinquent Real Property Taxes – Wyn Kinion, Tax Collector	**22**	
7.	2022 Late Application for Tax Relief – Lloyd Salter, Tax Assessor	**23**	
8.	Work First Electing County Plan for 2023 – 2025 – Melanie Corprew, DSS Director	**25**	
9.	Swan Point Water Line Ext Budget Amendment – Christina Smith, Public Works	**50**	
10.	Workforce Development Appointment – Katie Mosher, Clerk to the Board	**52**	
11.	Greene Lamp CSBG Plan – Katie Mosher, Clerk to the Board	**53**	
12.	Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board	**64**	
I)	**Items for Decision – Sheriff's Office**		
1.	Promotion Salary Adjustment Request – Sheriff Scott Hammonds	**177**	6:10 PM
2.	Special Salary Minimum Rate Request, Communications – Sheriff Scott Hammonds	**178**	6:15 PM
3.	Revised Vehicle Purchase Order – Chief Deputy Timothy Hickman	**180**	6:20 PM
4.	Communications System PO Approval – Director Victoria vanNortwick	**182**	6:25 PM
J)	**Items for Decision – Manager's Office**		
1.	Petition to Abandon Old County Road – Brian Alligood, County Manager	**184**	6:30 PM
2.	NC Resilient Coastal Communities Grant – Brian Alligood, County Manager	**194**	6:35 PM
K)	**Item for Decision – Chairman Frankie Waters**		
1.	County Police Force Committee – Chairman Waters	**201**	6:40 PM
L)	**Items for Discussion and Decision – Commissioner Hood Richardson**		
1.	Budget Process Request – Commissioner Richardson	**202**	6:45 PM
2.	Town of Bath Sewer Expansion – Commissioner Richardson	**203**	6:50 PM
3.	Combating Drug Use in Beaufort County – Commissioner Richardson	**204**	6:55 PM
BREAK	.....		7:00 PM
4.	Vidant Emergency Room Report – Commissioner Richardson	**205**	7:15 PM

M) Items for Decision and Discussion – Commissioner Stan Deatherage

1.	Resolution Supporting Public Education's Re-Commitment to Become a True Benefit to the Productive Community that Serves this Constitutional Republic Commissioner Deatherage	**206**	7:20 PM
2.	Continue Discussion of the Biden/Harris Wide Open Southern Border and its Effects on Beaufort County – Commissioner Deatherage	**207**	7:25 PM

N) Commissioners Comments **208** 7:30 PM

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

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

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentation

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

Name	Department	Years of Service
Christina Smith	Public Works Dept	10 Years
Kristi Simmons	Social Services	20 Years
Stacey Harris	Environmental Health	25 Years

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: FY 21/22 Audit Presentation

Summary of Information: The County Finance Officer will present the FY 21/22 Audit report with assistance from Thompson, Price, Scott & Adams CPA's.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name	**Contact Information**

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher, Administration

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Health Department Surplus

Summary of Information: The Health Department is requesting to surplus the following items due to age and function. Items have been replaced.

1.	WS1114	HP Pro Desk 400	SN:2UA6471GLL
2.	Monitor	LG	SN:110TPED0A964
3.	WS1113	HP Pro Desk 400	SN:2UA6471GLD
4.	EH1020	HP DESKTOP	SN:2UA6511JKT
5.	WS1105	HP ProDesk 600	SN:MXL5511LGZ
6.	WS1117	HP ProBook 450	SN:5CD736923L

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Health Department FY23 Fee Revision

Summary of Information: Request to approve the following fees.

CPT Code	Description	Current Fee	Proposed Fee
0154A	Pfizer-BioNTech COVID-19 Vaccine, Bivalent Product (Aged 5 years through 11 years) Administration – Booster Dose	$0	$30.00
0173A	Pfizer 6mo-4years COVID-19 Vaccine Administration Fee	$0	$30.00

Submitter Recommendations/Motions: Staff recommend approving the fee revision as presented with a retroactive date of October 28, 2022.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Health Department FY23 Budget Amendment

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

- $3,000 BC360 Behavioral Health Funding
- $3,656 Communicable Disease Pandemic Recovery Funding
- $1,126 Family Planning/Women's Preventative Health Funding

Submitter Recommendations/Motions: Staff recommend approving the budget amendment

Attachments:
1. Health Department FY23 Budget Amendment 11

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: Surplus

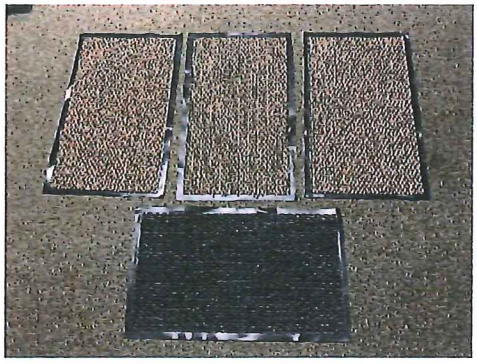
Summary of Information: The Board of Social Services voted at its November 21, 2022 meeting to recommend the surplus of the attached list of office items. These items have reached the end of useful life. These items have been reviewed by other county offices.

Submitter Recommendations/Motions: Approval to surplus the attached list of items.

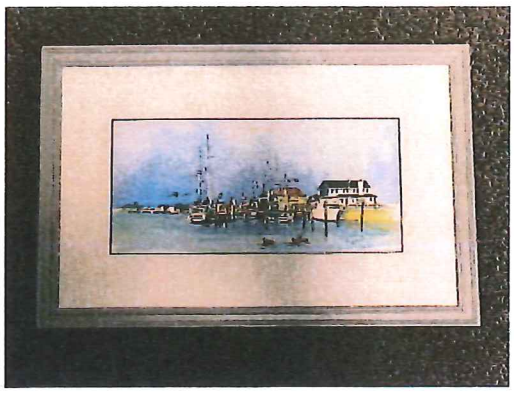
Attachments:
1. Surplus Items

Surplus November 2022				
Quantity	**ITEM**	**Description**	**Location**	**Notes**
4	Rugs	3 brown, 1 dark grey	Futures	
19	Pictures	various sizes and colors	Futures	
9	Office chair with wheels	various sizes and colors	141	Some worn, ripped fabric
2	Plastic stacking chairs	pink	141	
4	Fabric stacking chairs	2 grey, 2 blue	141	all but one stained
2	Number filing cabinets	dark grey	141	labeled 1-60
1	Filing cabinet	grey	141	

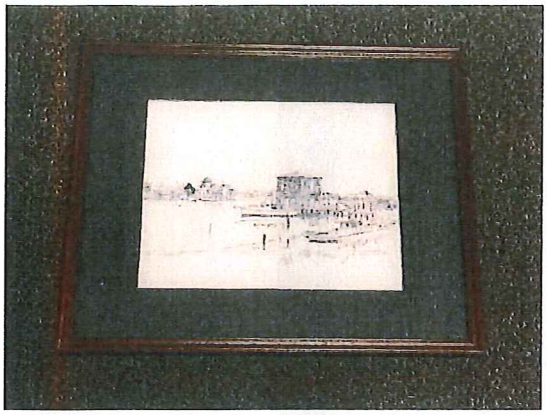
Rugs

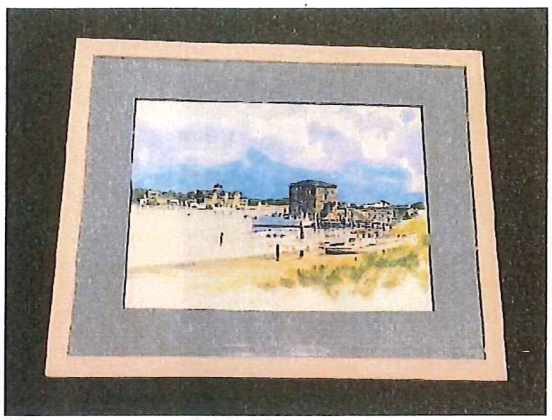


Pictures

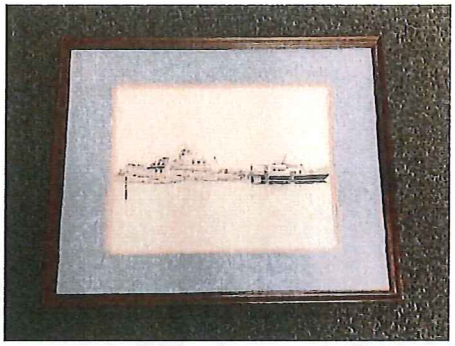


























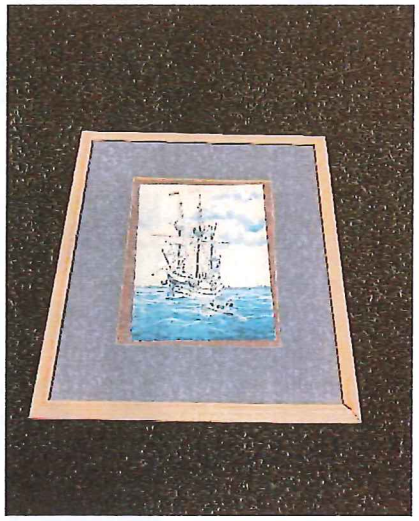












Office Chairs with Wheels













Plastic Stacking Chairs



Fabric Stacking Chairs

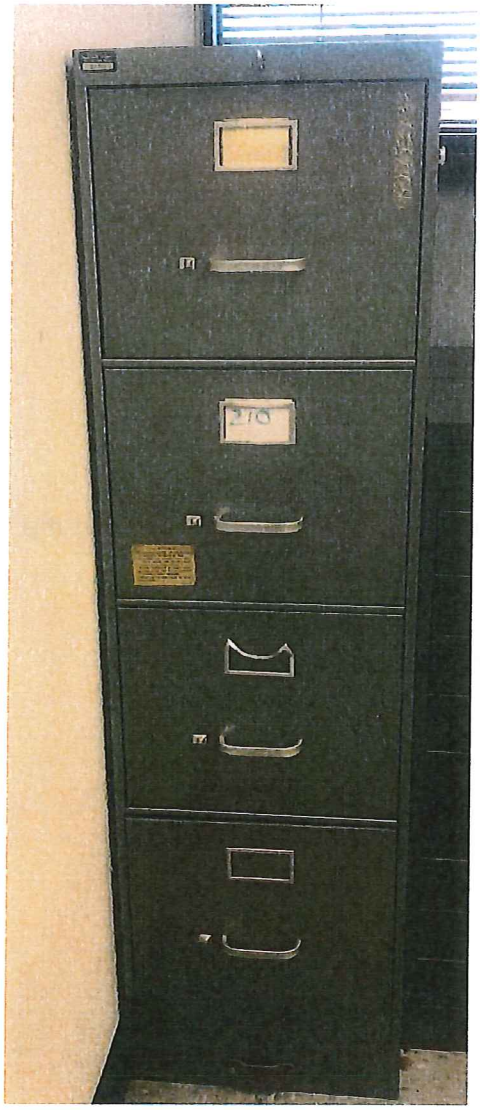


Number Filing Cabinets



5

Filing Cabinet



Beaufort County
Agenda Abstract

Meeting Date:

Agenda Topic: Item for Consent

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

Agenda Title: Tax Office Refunds Over $100

Summary of Information: Attached are the refunds recommended by the Tax Assessor and the Tax Collector that are over $100.00

Submitter Recommendations/Motions: Requesting approval of refunds over $100.

Attachments:
NCVTS Refunds over $100

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/20/2022

Payee Name	Secondary Owner	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLEN, THOMAS WALTON JR	ALLEN, LISA SMITH	Refund Generated due to adjustment on Bill #0069767785-2022-2022-0000	Situs error	12/20/2022	G01	Tax	$0.00	($0.01)	($0.01)
					C01	Tax	($154.69)	($7.73)	($162.42)
					C01	Vehicle Fee	($5.00)	$0.00	($5.00)
					F63	Tax	$10.93	$0.55	$11.48
					E05	Tax	$9.33	$0.47	$9.80
								Refund	$146.15
CANTALUPO, GARY ANTHONY	CANTALUPO, TERRI JEAN	Refund Generated due to proration on Bill #0069700764-2022-2022-0000-00	Tag Surrender	12/15/2022	G01	Tax	($291.52)	$0.00	($291.52)
					F63	Tax	($19.12)	$0.00	($19.12)
					ER	Tax	($23.32)	$0.00	($23.32)
								Refund	$333.96
CHESSON, JASPER HOLT		Refund Generated due to proration on Bill #0047785013-2021-2021-0000-00	Vehicle Sold	12/14/2022	G01	Tax	($133.67)	($6.68)	($140.35)
					F63	Tax	($8.77)	($0.44)	($9.21)
					ER	Tax	($10.69)	($0.53)	($11.22)
								Refund	$160.78
COASTAL WHOLESALE FLORISTINC		Refund Generated due to proration on Bill #0027903578-2022-2022-0000-00	Vehicle Sold	12/02/2022	G01	Tax	($104.56)	$0.00	($104.56)
					F63	Tax	($6.86)	$0.00	($6.86)
					E05	Tax	($5.86)	$0.00	($5.86)
								Refund	$117.28
DOUGLAS, ROSEMARIE EUBANKS		Refund Generated due to proration on Bill #0059860594-2021-2021-0000-00	Vehicle Sold	12/28/2022	G01	Tax	($179.49)	$0.00	($179.49)
					F63	Tax	($11.77)	$0.00	($11.77)
					E05	Tax	($10.05)	$0.00	($10.05)
								Refund	$201.31
MARCHISELLO, THOMAS FRANCIS		Refund Generated due to proration on Bill #0065178691-2021-2021-0000-00	Vehicle Sold	12/21/2022	G01	Tax	($227.87)	$0.00	($227.87)
					F60	Tax	($15.68)	$0.00	($15.68)
					E12	Tax	($18.23)	$0.00	($18.23)
								Refund	$261.78

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 12/20/2022

MIDGETTE, JASMINE CAPRICE		Refund Generated due to proration on Bill #0063629183-2021-2021-0000-00	Vehicle Sold	12/12/2022	G01	Tax	($95.17)	($4.76)	($99.93)
					C01	Tax	($80.71)	($4.04)	($84.75)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$184.68
PATEL, JAYESH CHANDULAL		Refund Generated due to proration on Bill #0061691957-2021-2021-0000-00	Vehicle Sold	12/15/2022	G01	Tax	($112.06)	$0.00	($112.06)
					F60	Tax	($7.71)	$0.00	($7.71)
					E12	Tax	($8.96)	$0.00	($8.96)
								Refund	$128.73
								Refund Total	$1534.67

20

Date run: 12/21/2022 2:40:42 PM

TR-406 Pending Refund Report NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Change Date	Refund Amount ($)
899633	DAVIDJAMESSMALL	4412 FIRESIDE COURTWILMINGTON28412	Overpayment on Payment of CHECK on Bill # 0000047479-2022-2022-0000-00 of $100.00	FPITTMAN	11/21/2022 3:01:14 PM	100.00
900154	CHRISTOPHERDALESMITH	7815 THOROUGHFARE RDWILLIAMSTON27892	Overpayment on Payment of CHECK on Bill # 0000048628-2022-2022-0000-00 of $473.95	DPCLBX	11/28/2022 11:41:07 AM	473.95
900508	NICHOLASRCORDON	2124 BURBAGE ROADBATH27808	Overpayment on Payment of CHECK on Bill # 0000052028-2022-2022-0000-00 of $365.69	WKINION	11/30/2022 10:58:24 AM	365.69
900510	SALLYGURGANUS	120 W 6TH STWASHINGTON27889	Overpayment on Payment of SYSTEM on Bill # 0000027257-2022-2022-0000-00 of $104.99	WKINION	11/30/2022 11:00:41 AM	104.99
900972	DONALDGSTEWART	1302 SUMMIT AVEWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0000037234-2022-2022-0000-00 of $1,000.00	C9BEATB	12/2/2022 3:59:58 PM	1,000.00
901507	EDWARDFHILL	NORTH SHORES917 ISABELLA AVEWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000014631-2022-2022-0000-00 of $3,184.63	DPCLBX	12/6/2022 2:07:09 PM	3,184.63
902321	HOWELLSSPARROW	1984 WOODSTOCK ROADBELHAVEN27810	Overpayment on Payment of SYSTEM on Bill # 0000028947-2022-2022-0000-00 of $118.79	WKINION	12/9/2022 9:18:10 AM	118.79
902494	BENJAMINTHOMPSON	5743 CLIFTONVILLE ROADWILSON27896	Overpayment on Payment of CHECK on Bill # 0000017659-2022-2022-0000-00 of $841.94	DPCLBX	12/9/2022 2:24:06 PM	841.94
904500	YVONNELONGTETTERTON	709 CARLYLE ROADZEBULON27597	Overpayment on Payment of CHECK on Bill # 0000049730-2022-2022-0000-00 of $307.32	C9BEATB	12/19/2022 4:13:46 PM	307.32
904513	SHAVENDER INVESTMENTS LLC	P O BOX 206PANTEGO27860	Overpayment on Payment of CHECK on Bill # 0000042396-2022-2022-0000-00 of $200.00	C9BEATB	12/19/2022 4:43:59 PM	200.00
904615	DAVIDWMARTIN	409 W PARK DRIVERALEIGHT27605	Overpayment on Payment of CHECK on Bill # 0000021996-2022-2022-0000-00 of $2,779.62	DPCLBX	12/20/2022 7:44:08 AM	2,779.62
904887	SUBURBAN PROPANE LP	TAX DEPTPO BOX 206240 ROUTE 10 WESTWHIPPANY, NJ 07981	Overpayment on Payment of OTHER on Bill # 0000013205-2022-2022-0000-00 of $432.97	WKINION	12/20/2022 8:51:17 AM	432.97
905211	AMYGRIMESJACKSON	2820 PRESTONWOOD DRIVEGRIMESLAND27837	Overpayment on Payment of CHECK on Bill # 0000013278-2022-2022-0000-00 of $550.26	FPITTMAN	12/21/2022 11:20:01 AM	550.26
905288	DONALDGSTEWART	1302 SUMMIT AVEWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0000037234-2022-2022-0000-00 of $1,060.00	WKINION	12/21/2022 1:30:10 PM	1,060.00
905311	JANPBOSKO	5301 CRISTO DRROCKFORD49341	Overpayment on Payment of OTHER on Bill # 0000014624-2022-2022-0000-00 of $229.12	WKINION	12/21/2022 1:50:01 PM	229.12
Total						

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Advertise Delinquent Real Property Taxes

Summary of Information: G.S. 105-369 requires that the Tax Collect provide the governing board the total amount of unpaid taxes for the current fiscal year that are liens on real property. This information must be presented yearly to our governing board. I am requesting permission to advertise these bills, once all mail payments have been processed. Upon approval by the board, the second notices will go either the last week of January or by the first week of February. The delinquent real property list will be advertised no later than the middle of March. All figures will be given to the board in the February meeting.

Submitter Recommendations/Motions: Approve the Tax Collector's request to advertise the real property delinquents.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: 2022 Late Applicaitons for Tax Relief

Summary of Information: The Tax Assessors Office is asking the Board of Commissioners to consider approval of the attached late applications for tax relief.

Submitter Recommendations/Motions: Requesting approval of the remaining 2022 Late Applications for Tax Relief.

Attachments:
1. 2022 Late Applicaitons for Tax Relief

2022 LATE FILINGS FOR EXEMPTIONS JANUARY 2023 MEETING

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
LINDA JENKINS	12/5/2022	YES	ELDERLY	1476 CLAY BOTTON SCHOOL RD
JOYCE MOORE	12/2/2022	YES	ELDERLY	208 CHOCO VILLAGE RD
THOMAS BELLING II	12/2/2022	YES	DISABLED VET	9167 NC 99 N
JIMMIE BOYD	12/13/2022	YES	ELDERLY	3340 HARVEY RD
DEBORAH CARTER	12/28/2022	YES	ELDERLY	1988 TRIP RD

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: Work First Electing County Plan for 2023-2025

Summary of Information: On December 16, 2022, the department was notified that the dates on our Work First Electing County Plan needed to be amended to FY 23-25. BCDSS is requesting that the Board of Commissioners approve the Beaufort County Work First Electing County Plan for FY 2023-2025. This plan was originally approved by the Commissioners during their regular meeting on December 6, 2021. The dates on the original plan were FY 23-26. The revised Work First Electing County Plan includes the dates of FY 23-25. There were no other changes to the plan.

Beaufort County has been an Electing County since FY 2002-2004. This has allowed the county to establish our own eligibility criteria for work first services enabling us to better meet the needs within the county. The plan has focused on promoting self-sufficiency while offering services to recipients that will enable them to become employed and transition off the program.

Electing status has allowed Beaufort County to receive additional federal funding through meeting our Maintenance of Effort. The County received $225,980 for FY 18-19, $322,816 for FY 19-20 and $160,425 for FY 20-21.

Submitter Recommendations/Motions: Staff recommends approval of Work First County Electing County Plan for FY 2023-2025.

Attachments:
1. Electing County Plan 2023-2025
2. DHHS Email

Melanie Corprew

From: Williams, Gretchen <gretchen.williams@dhhs.nc.gov>
Sent: Friday, December 16, 2022 11:13 AM
To: Melanie Corprew; Amy Alligood; Porter, Theresa
Cc: Smith, Allison W; Smith, Renee J; Sumner, Lisabeth R; Williams, Gretchen
Subject: RE: Beaufort County Electing County Plan for FFY 2023-2025

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.

Good morning Ms. Corprew,

Upon further review of the TANF State Plan and the Electing County Plans, it has come to our attention that the dates on the Electing County Plans need to be revised. Both the TANF State Plan and Electing County Plans must match and should reflect FFY 2023-2025. This encompasses FFY 2022-2023, 2023-2024, and 2024-2025.

After speaking with our legal team, the argument could be made that it is a scrivener's error and doesn't change the substance of the agreement; therefore, doesn't require further approval. We understand that this does require additional work for you to amend the dates in the plan and send back to us; however, we are hopeful that your county doesn't have a provision for technical changes in your governance policy that requires this to go before your board for approval again.

If the corrections discussed above could be made as soon as possible and sent in to us, we will submit acceptance letters of the plan upon receipt of your updated plan.

If you have any questions, please feel free to reach out to us.

Allison W. Smith
Deputy Director
allison.smith@dhhs.nc.gov

Gretchen B. Williams, M.Ed.
Compliance Consultant

From: Williams, Gretchen <gretchen.williams@dhhs.nc.gov>
Sent: Monday, November 21, 2022 3:33 PM
To: Corprew, Melanie <melanie.corprew@beaufortdss.com>; Amy Alligood <amy.alligood@beaufortdss.com>; Porter, Theresa <theresa.porter@ncmail.net>
Cc: Smith, Allison W <Allison.Smith@dhhs.nc.gov>; Smith, Renee J <renee.j.smith@dhhs.nc.gov>; Williams, Gretchen <gretchen.williams@dhhs.nc.gov>; Sumner, Lisabeth R <lisabeth.sumner@dhhs.nc.gov>
Subject: RE: Beaufort County Electing County Plan for FFY 2023-2026

Dear Mrs. Corpew,
Your Work First Electing County Block Grant Plan has been reviewed and tentatively accepted. No additional information is needed at this time. Please accept the attached letter as confirmation that your plan will be submitted with the 2022-2025 TANF State Plan to the North Carolina General Assembly and Administration for Children and Families for their acceptance. Once the state plan is accepted by all parties, NC DHHS will publish the final document on the Department's website and counties will be notified when the plan has been posted.

The Division of Social Services would like to thank your Department of Social Services for submitting your Electing County Plan. If you should have questions, please contact the Work first Policy Team at Work.First.Policy.Team@dhhs.nc.gov.

Gretchen B. Williams, M.Ed.
Compliance Consultant

From: Williams, Gretchen
Sent: Tuesday, April 5, 2022 6:20 PM
To: theresa.porter@beaufortdss.com
Cc: Williams, Gretchen <gretchen.williams@dhhs.nc.gov>
Subject: FW: Beaufort County Electing County Plan for FFY 2023-2026

From: Williams, Gretchen <gretchen.williams@dhhs.nc.gov>
Sent: Tuesday, April 5, 2022 6:10 PM
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Subject: Beaufort County Electing County Plan for FFY 2023-2026

Hi Ms. Corprew,

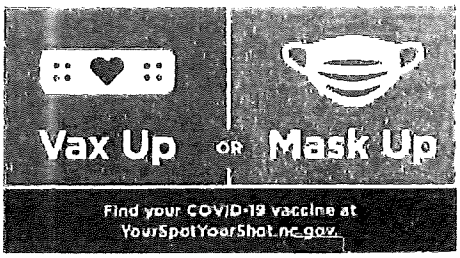
NCDHHS Work First Team has reviewed Beaufort County's Electing County Plan for triennial FFY 2023-2026. We greatly appreciate the thoughtfulness put into your County's Plan.

After a thorough evaluation, the Work First Team finds your Plan to be in compliance with Work First Policy Section 003 . At this time, the Plan is tentatively accepted with no additional edits. Next steps include adding all Electing County Plans in NC's triennial State Plan. Final acceptance of your County Plan is based on state legislative and ACF acceptance of the NC State Plan.

Once the State Plan is accepted by all parties, NCDHHS will publish the final document on our website. Counties will be notified when posted.

Please contact your Continuous Quality Insurance Specialists for Work First if there are any questions.

Gretchen B. Williams, M.Ed.
Compliance Consultant
Division of Social Services, Economic & Family Services
NC Department of Health and Human Services



Find a vaccine location, get questions answered and more at YourSpotYourShot.nc.gov

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BEAUFORT COUNTY WORK

FIRST

ELECTING COUNTY PLAN

FOR

FY 2023-2025

November 2021

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ELECTING COUNTY PLAN

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I. Conditions Within Beaufort County:

Beaufort County is primarily a rural area comprised of one larger city and several small towns with a total population of 44,672 based on the 2020 census. Beaufort County is, located in the eastern region of North Carolina and is geographically divided by the Pamlico-Tar River.

The unemployment rate for July 2020 in Beaufort County was 3.8%. The rate for North Carolina was 4.2% and the rate for the US was 4.8% There have been several manufacturer closings and layoffs in recent years. New jobs have been created but not in numbers sufficient to replace all, of the jobs lost since 2002. One of the largest impacts on any community's population is the availability of new jobs paying a competitive salary. The ability to create new jobs could have a major impact upon the population of Beaufort County.

The Work First initiative has been successful at reducing the population of persons receiving Work First Family Assistance. Many of the participants who are receiving Work First today have more serious barriers to self-sufficiency than earlier participants. In other words, these are the "hardest to serve" clients due to domestic violence, mental illness, substance abuse, felony convictions, and long-term dependency upon welfare.

It is important to note that the target population served by the Work First Program is composed of three types of families.

- **Child Only** – These families consist of children who live with a relative/caretaker other than a parent. These children come to this living arrangement for a variety of reasons including CPS placement, death of a parent, abandonment, drug and or alcohol abuse by parent, mental health illness of parent, or incarceration of parent. The child only cases tend to receive assistance until the youngest child reaches age 18. The majority, of these children live with a grandparent who does not have legal custody of the children. This category represents the largest portion of the current WFFA caseload, not because the actual number of families served has increased, but because of a dramatic drop in the number of single and two parent families enrolled in the program. With the program's focus on helping custodial parents find work and become self-sufficient, this category of Work First families is the least served.

- **Single Parent** – These families now make up only one-third of the WFFA caseload. The typical family consists of two people: one parent aged 20 to 29 and one child under age two. The absent parent is often in prison or long-termed unemployed. The average payment per family is now only $236 per month.

- **Two Parent** – These families are the smallest portion of the WFFA caseload. These families normally do not request assistance if one parent is able to quickly find employment.

Some of the realities for these families are:

- Lack of affordable, adequate, and dependable transportation
- Lack of adequate child-care
- Lack of adequate and affordable housing
- Lack of adequate health coverage
- Lack of education
- Lack of adequate wages to sustain self-sufficiency
- Lack of family support systems
- Little or no work experience
- Medical and physical limitations
- Criminal background
- Domestic violence
- Budgeting and financial management deficiencies
- Lack of parenting skills
- Teenage pregnancy
- School dropouts
- Personal and family crisis
- Mental Health Issues

According to the 2019 North Carolina Children's Index with data showing 29.5%of Beaufort County children live below the federal poverty level. Due to the fact, that all Beaufort County Schools serve predominately low-income children, all Beaufort County children are enrolled in the Free lunch/Reduce Lunch program. These poverty statistics are very troubling in, light of, the fact, that children who grow up poor are more likely to experience negative outcomes. Unlike children from more affluent homes, poor children have a greater risk of poor health, dying during childhood, experiencing out of wedlock births, dropping out of school, lower end of grade test scores, being retained a grade in school, and becoming the victim of a violent crime. The outcome for these children is better when the child attends a quality pre-school program. The division of Child Development's "Star-rated" licensing system for childcare facilities and the grants from Beaufort Partnership for Children have encouraged and enabled childcare providers to improve their programs and hire more qualified teachers. Beaufort County works with 43 licensed Childcare Centers. The need for subsidized day care is expected to continue to increase as more Work First parents move into the work force. The lack of subsidy funding creates a serious barrier for many middle-and low-income working families. The county continues to pursue all available resources for additional funding of childcare services. Beaufort County served an average of 693 children at a cost of $295,093 monthly during FY 2020/2021.

It is our belief that investing in families to maintain the household will best benefit the families and children that we serve in Beaufort County. In our interactions with families, especially through the child welfare arena, we find that there are often issues surrounding substance abuse, mental health, or domestic violence that present safety factors that do not allow a child to remain in the home. Often when this occurs resources available to the parent are removed. Thus, preventing services that would result in the child being reunified with parent. When the parent is not able to obtain services this often leads to the child being placed in foster care or kinship placement for a significant amount of time, the child enduring significant emotional trauma due to his or her removal from the home, and in the case of foster care an increased cost to the county in providing room and board as well as other needs to the children who are in custody of the Beaufort County Department of Social Services. Often these children, to be placed in our care due to there being no kinship placement that can take on the added financial responsibility of the children who have to be removed from the parents' home due to safety issues. As of October 31, 2021, the Beaufort County Department of Social Services had 115 children in its care.

It is the intent of the Beaufort County's Work First Plan to address each of the issues and others in, order to provide resources so that each family served can attain the goal of achieving stability over a period, of time. We believe that this can be best accomplished through "Electing" status which enables us the opportunity to shape the program in ways that will meet the needs of our local citizens. The anticipated outcome of Beaufort County's Work First Plan is to remain a short-term help center where people can receive temporary assistance but then move on to self-sufficiency.

Mission Statement

The Beaufort County Work First Plan has adopted a family centered approach to organizing and providing, assistance and support to families. This approach is based upon the principles of respecting every family's individuality. Family-centered services respect the strengths and resourcefulness of all families and aim to support and encourage families in their efforts to independently meet the needs of their family in ways that they define as functional and appropriate for them.

The family-centered philosophy is based on the following principles:

Principal 1- Everyone Desires Respect

Case Managers will:

- Respect families' decisions.
- Demonstrate care and concern for families.
- Follow through in a timely manner.
- Be knowledgeable and credible in the credible in their actions.

Principal 2 - Everyone Needs to Heard

Case Managers will:

- Use active /reflective listening skills.

- Effectively use communication skills of dialogue and discussion.
- Use "I wonder" questions.
- Be genuinely curious (open to new information and perspectives).

Principal 3 - Everyone Has Strengths

Case Managers will:

- Identify and use specific strengths of families as a resource for actively meeting.
- Help families feel hopeful.
- Assist families to identify and successfully use their abilities and capabilities.

Principal 4- Judgments Can Wait

Case Managers will:

- Suspend judgments of families.
- Create a welcoming atmosphere for families.
- Take a "not knowing" stance.
- Ask open -ended questions.

Principal 5 - Partners Share Power

Case Manages will:

- Assist families in making their own choices and decisions.
- Credit families for successful outcomes.
- Support and encourage decisions of families.
- Acknowledge families as equal partner

Principal 6- Partnership is a Process

Case Managers will:

- Present options of services and resources to families.
- Develop procedures that are simple and understood by families.
- Work together with families to individually design a plan of action

The basis of the family-centered approach is communication between families and case managers. The goal is to establish mutual trust and relationship so that a partnership can be formed. When parents participate, they have voice, feel included and build trusting relationships. Parents are likely to become better parents if they feel good about themselves, and thereby can feel competent in other important areas of their lives. The family-centered approach fosters a win-win situation.

Vision Statement

Beaufort County will hold parents responsible for their families by providing them with collaborative, respectful, individualized services that achieve stability for families and

to ensure child and family safety and parental autonomy.

II. The Beaufort County Planning Process:

A. Planning Committee:

The Beaufort County Commissioners met on November 1, 2021 and voted to approve for Beaufort County to continue to be an electing county. The following individuals were appointed to the Local Planning Team:

- Mr. Jerry Evans, Beaufort County Social Services Board Member
- Mr. Ed Booth, Beaufort County Commissioner
- Ms. Tonika Ward, Vocational Rehabilitation
- Ms. Ashley Singleton, Beaufort County Health Department
- Ms. Vicki Hamill, Beaufort County School System
- Ms. Vanessa Royster, Child Care/Business Community
- Mr. Wes Watson/Mr.Greg Smith, NCWORKS
- Ms. Helen Weatherington, Washington Head Start
- Ms. Susan Hall, Trillium Health Services
- Bishop James McIntyre, Cornerstone Family Worship Center
- Mr. Jeffrey Roberson, Roberson Cab Company
- Ms. Jaclyn Cullipher, Ruth's House

Advisors invited to the Work First Planning Committee include:

- Ms. Melanie Corprew, DSS Director
- Ms. Lori Leggett, DSS Deputy Director
- Ms. Theresa Porter, DSS Income Maintenance Supervisor
- Ms. Amy Alligood, DSS Income Maintenance Administrator
- Ms. Andrea Starkie, DSS Children's Services Supervisor/Former WFFA Participant
- Ms. Kelly Smith, DSS Operations Program Administrator
- Ms. Deb Bauer, Grace Martin Harwell Senior Center
- Ms. Jessica Burnham, Beaufort Hyde Partnership for Children

The Planning Committee met on November 9, 2021, to educate themselves on program polices and present conditions. A draft plan was presented to the Committee and Advisors at the meeting and there was discussion regarding goals of the plan and how these goals were being met.

B. Public Comment

The proposed plan was available for public inspection from November 10, 2021, through November 24th providing display at the following locations: Beaufort County Managers Office, Aurora Medical Center, Beaufort County NCWORKS, Belhaven Public Library, Beaufort County Social Services website, and Brown Library. A notice in the Washington Daily News

informed citizens that the plan was available for public comments. Copies of the proposed plan will be provided to the Beaufort County Manager and the Beaufort County Commissioners for their review before the final approval of this plan. The plan will be presented to the Commissioners on January 9, 2023.

C. Planning Development

Following approval of this plan, the committee may meet periodically to evaluate the progress and outcome of the welfare reform efforts in Beaufort County and to consider plan revisions as necessary.

III. County Performance Measures

A. Statewide Work First Goals and Measures

The NC Department of Health and Human Services (hereafter DHHS) will establish levels of performance by counties in meeting the following state-level Work First goals and measures.

The Beaufort County Work First Committee recommends that Beaufort County will adopt the following goals and measures established by the State. These will be measured by reports generated at the state level.

Meeting All Parent Participation Rate	50%
Meeting Two Parent Participation Rate	90%

B. County Performance Measures

1. Employment

Self-sufficiency will be realized primarily through employment. One measure of the success of the Work First program is the number of participants who enter paid employment while receiving Work First benefits.

Services offered by NCWORKS, Vocational Rehabilitation and Beaufort County Community College will be utilized to assist individuals in finding employment.

Supportive services will be available to applicant including but not limited to child-care, transportation, and participation expenses (uniforms, tuition, and books, etc.).

2. Meeting Federal Participation Rates

Active participation in federal countable work activities will lead to full time employment. One measure of success of the Work First Program is the percentage of mandatory participants who complete the federally required number of hours of countable work activities each month.

The Work First Community Employment Case Manager will complete orientation within 5 days of application. Mutual Responsibility Agreements will be developed and closely monitored for compliance. Mandatory participants will be placed in appropriate countable activities such as employment, vocational training, and job search/job readiness. Referrals will be made to community partners such as Vocational Rehab and NC Works. Participants will be required to meet with the Work First Community Employment Case Manager as often as determined by the Mutual Responsibility Agreement. Outcome Plans will be monitored and updated and re-negotiated as often as appropriate. Frequent review of the Outcome Plan is encouraged to: 1. Ensure continued progress toward identified goals and 2. provide early identification of barriers to successful participation. At a minimum the Outcome Plan must be reviewed by the caseworker and the family every 12 weeks.

Child Care, transportation, participation expenses (uniforms, tuition, and books, etc) are provided in, order for participants to meet their scheduled hours.

3. Providing Employment Services

Active participation in intensive employment services for all families is necessary in, order to meet the participation rates and to ensure that families are served adequately before the end of the five-year time limit. One measure of success is the percentage of families who are receiving services to remove barriers and to move families from welfare –dependency to employment.

Beaufort County will offer services that will enable participants to meet work requirements and goals related to self -sufficiency. The Community Services Case Manager and participant in a joint effort will develop the Mutual Responsibility Agreement that will reflect services needed to meet the self-sufficiency goal. The services will include:

a. Employment
b. Job Search/Job Readiness
c. On the job training
d. Work Experience
e. GED/HS completion
f. Parenting classes
g. Case Management

Child Care, transportation, participation expenses (uniforms, tuition and books, etc.) are provided in order for participant to achieve goals.

4. Staying Off Work First Cash Assistance

Efforts to reduce the need for assistance, help adults find jobs, and increase self-sufficiency are undermined when families return to request assistance. Families leaving Work First because of a job are tracked to determine if they return to cash assistance.
Beaufort County will evaluate former Work First participants for transitional services such as: 200% of Poverty services and Emergency Assistance. Referrals will be made to local community partners.

Child Care, transportation, participation expenses (uniforms, tuition, and books, etc.) are provided in, order for participant to remain self-sufficient.

5. Job Retention

Families who leave Work First for employment and remain employed 6 to12 months after leaving the program show evidence of keeping their income and increased job stability, which impacts a family's well-being. This measure will be based on the number of responsible adults that leave Work First Family Assistance for employment who are still employed at 6 and12 month intervals following termination.

Beaufort County will evaluate former Work First participants for transitional services such as: 200% of Poverty Services and Emergency Assistance and make referrals to local community partners. Case manager will continue with case management until deemed no longer needed by the participant.

Child Care, transportation, participation expenses (uniforms, tuition, and books, etc.) are provided in, order for participant to remain employed.

6. Benefit Diversion

The most successful outcome possible for an applicant for public assistance is to avoid the need to become a recipient. This is also recognized in the federal law, which specifies diversion from public assistance as a desired outcome. Benefit Diversion is to be used to meet a specific family crisis or family episode of need and not for ongoing or recurrent needs.

Beaufort County will evaluate each applicant for Benefit Diversion at application. The applicant will be offered the Benefit Diversion package if case manager determines the crisis, is short term. The applicant's ability to obtain sufficient income within a brief, period, of time, will be the main determining factor when offering the assistance.

Child Care, transportation, participation expenses (uniforms, tuition, and books, etc.) are provided in, order for participant to remain employed.

IV. Plans to Achieve the Goals and Measures are included in III. above.

V. Administration:

A. Authority

The Beaufort County Commissioners have delegated authority for administration of the Work First Program to the Beaufort County Department of Social Services.

B. Organization

Work First Community Employment Case Managers operate under the Income Maintenance eligibility structure as well as provide employment services. Work First Case Managers report to an Income Maintenance Supervisor.

C. Child Care

Beaufort County will prioritize its child-care, funds in accordance with existing policy which states that funding for child-care services is provided to families on a first-come first-served basis. Beaufort County currently has a waiting list for child-care services; however, Work First recipients are not placed on the waiting list. Attachment

D. Transportation

In terms of meeting transportation needs, DSS will coordinate with Beaufort Area Transit, which serves as the lead transportation agency. The county will continue to use local taxis, volunteers and friends for transportation needs of Work First recipients.

E. Substance Abuse Services

Beaufort County Department of Social Services will continue to coordinate with Trillium Health Services to provide assessment and treatment for clients who have substance abuse problems. We have a Memorandum of Agreement in place with Trillium Health Services outlining the responsibilities of each agency and services provided. Attachment

F. Family Violence Option

Beaufort County Department of Social Services will screen clients during the

application process to determine if they need domestic violence services. If a family needs services, they are referred to Ruth's House in Beaufort County. Ruth's House will complete an assessment and will offer safe shelter, counseling, and court advocacy services. Services are free. Each family is offered Family Supportive Services at Beaufort County Department of Social Services who will work closely with the staff of Ruth's House.

Ruth's House is notified by the Community Employment Services Case Manager when a client, is, in need of, domestic violence services. Families of domestic violence are also offered Mobile Crisis services through Trillium for crisis intervention.

Families of domestic violence will be offered a waiver if they are unable to participate in work activities or are unable to comply with the work first requirements at the time of the assessment. Beaufort County will refer to the "Work First Family Violence Option policy manual XI."

The MOA with our local domestic violence agency is attached.

G. Other Services

Work Registration

Beaufort County will continue to adopt state policy related to Work Registration with the NC Works Career Center. The policy states that registration for work will be a prerequisite in the Job Search Component. The NC Works Center is located at 1502 N Market Street, Washington, NC 27889.

Failure to register to work with the NCWORKS Career Center as part of the Job Search Component will result in the family not receiving Work First Benefits. The caseworker will evaluate the family members for Medicaid if appropriate.

Reasonable accommodations may be necessary to assist individuals with disabilities with registration and access to employment services.

H. Maintenance of Effort (MOE)

Attachment II

I. Child Welfare Services

Attachment III

J. Benefit Diversion

Benefit Diversion is a cash payment alternative to traditional Work First Family Assistance (WFFA). It is an optional package of services that may include: a one-time payment of up to a maximum of three months of WFFA benefits; referrals to child support, child-care assistance, and other community and agency resources. Beaufort County will offer a Benefit Diversion package to all applicants who expect to have a sufficient source of income within 3 months. Beaufort County will adopt state policy related to Benefit Diversion as described in Work First Manual Section 102. Beaufort County will also adopt state policy related to the recoupment process as outlined in

Section 263 of the Work First manual regarding Program Integrity.

VI. Emergency Assistance

Beaufort County plans to operate an Emergency Assistance Program based upon the following eligibility requirements:

1. Recipient must be a U.S. Citizen or qualified immigrant.
2. Must have a child under the age of 18 living with a specified relative as defined in the Work First manual.
3. Must be a resident of North Carolina and Beaufort County with the intent to remain.
4. Must not have income in, excess of 200% of the poverty guidelines. SSI/Foster Care Income will not be counted.
5. Must be under the resource limits of $2,200.00 with no more than $600.00 in liquid assets.
6. Be in a verifiable emergency, situation.

Emergency situations are those situations that constitute and can be defined as:

1) a substantial risk of loss of life or property to a family with minor children.
2) potential placement of children outside the home.
3) the need for child protective services.

Beaufort County will use the following criteria in assessing emergency situations:

- Emergency Assistance cannot be used to improve the family's standard of living.
- Explore whether any member of the family will have income that can be used to meet the emergency.
- Explore with them the steps they have taken to alleviate the emergency.
- Evaluate whether, or not the family has experienced a sudden change that has led to a decrease in income or created an extra expense.
- Determine if Emergency Assistance will prevent recurrence of the emergency. Will they be able to maintain on an ongoing basis if we alleviate this emergency or will they have the same problem next month?

An eligible family can receive up to $1000.00 once in a 12-month period. Services provided include payment of rent/mortgage payments. Emergency Assistance will not be used for heating or cooling needs. Total amount budgeted for this will be $26,500.00. Attached is an application for Emergency Assistance (Attachment VIII).

VII. Services For Families with Income at or below 200% Of Poverty:

Beaufort County Department of Social Services will use Work First Block Grant funds to provide services to non-Work First families who are employed and whose income is at or below 200% of poverty. In, order to meet the definition of "employed" the adult must work at least 30 hours per week. These are supportive services needed to enable the

family to maintain self-sufficiency and avoid becoming Work First recipients. Services include transportation, child-care, education, and training.

VIII. Services to Non-Custodial Parents

The case manager will refer non-custodial parents to the social worker to be referred to Child Support Establishment. The Social Worker will work with non-custodial parents of an actively receiving child. The Social Worker works with the non-custodial parent through assessment of employment opportunities, reducing barriers preventing them from obtaining employment, job readiness, attitude, support groups education of child support payment system and job development. Activities with non-custodial parents will include but not be limited to parental responsibility education and job readiness; direct referrals to employers through job link partners, referrals to mediation services for non-custodial and custodial parents to help resolve child support and visitation disputes; non-custodial parent and child visitation planning sessions; pre-trial conferences; advocacy for a non-custodial parents in the court; parental responsibility workshops; specific fatherhood education workshops and support groups. Mediation services are available, and families are referred when appropriate.

The agency stresses the important role that parents have in the lives of their children in all programs within the Department of Social Services. Beaufort County will work with their contracted child support provider, Young Williams Child Support, to identify strategies to locate and engage non-custodial parents involved in Work First. We will continue efforts to encourage and focus on increasing the involvement of non-custodial parents with their children through child support and Work First.

IX. Exemption from Work Requirement

Beaufort County has elected to exempt from the Work Requirements, single custodial parents of children age, three months or younger with a lifetime maximum exemption of 12 months.

X. Innovative County Strategies

A. Safety Resource Payment:

If funding allows, Beaufort County will provide an emergency assistance payment to Safety Resource families that request assistance with caring for children placed in their home by Child Welfare when the permanent plan is to return the children to the parent's care within six months. This payment is intended to help with the one-time costs of caring for a new child or children in the household and can be used for purchasing a crib, a bed or bedding for the child(ren) or other essential items to accommodate the child(ren) moving into the Safety Resource Family's home. This payment is intended to address this one-time episode of need and not for ongoing or recurring household expenses. Eligible Safety Resource Families must have an income below 200% of poverty and meet kinship rules for Work First that can be found in the WR Policy Manual Sec 112- Kinship and Living Requirements, II Relationships that Meet Kinship Requirements. Payment will be made at the point of placement. The payment of a Safety Resource family will not exceed $1,000

without the Director's approval. County MOE funds will support this payment. County General Assistance funds may be used to assist Safety Resource Families who do not meet the Work First kinship rules and beyond the four-month time, period if a need for services remain. These services are not to extend beyond four months.

Safety Resource Program:
When it is necessary to remove a child or children from their home, this agency will explore options to place the children with a close relative or friend who is capable, willing, and appropriate person to care for the children rather than place the children in a foster home. Social workers work closely with the Safety Resource family after CPS involvement ends, to identify barriers and concerns, and to provide supportive services designed to strengthen the family and enable the children and their caretaker to build a success family. The worker will monitor the children's progress in school and encourage the caretaker to be actively involved in their children's education by meeting with each child's teacher at least once each semester, ensuring that the children attend school regularly, making sure that their children have required well checkups and receive prompt medical care when needed, and ensuring that the children have a place to study, a place to sleep, necessary school supplies, and proper clothing for school. The agency will use MOE and/or Federal TANF funds to provide this service and supportive services such as transportation assistance for the parent or caretaker to visit the child's school.

B. Prevention Services in Child Welfare

The Beaufort County Department of Social Services received 168 reports of child abuse, neglect and/or dependency during the FY 20-21 that did not meet the general statute requiring investigation of the allegations. However, due to these reports not meeting the statutory requirement does not necessarily mean that the wellbeing needs of the families were being addressed.

Often when well-being needs of families have not reached a level of crisis safety factors are not present as is the case with many of the reports that are screened out. Well, being needs can be related to mental and physical health, parenting, educational, and household needs. When these reports are screened out these families with unmet well being needs that have not reached a level of crisis have to navigate complex and intricate systems to receive the services that they need and often are not able to acquire them. This results in these well-being needs going unaddressed and manifesting into complex safety issues with children in families that have, to be addressed with interventions that would not have otherwise been needed if these well-being needs were able to have been addressed at a time when they were at a more manageable state.

Beaufort County Department of Social Services has put in measures that can address these issues. Prevention social workers and social workers will be trained in the Positive Parent Program (Triple P). Our agency plans to continue to have staff trained in this program. The Triple P program is an evidence based parenting program that gives parents "simple and practical strategies to help them confidently manage their children's behavior, prevent problems developing and build strong healthy relationships. (Triple Parenting Program https://www.triplep-parenting.com/). While the implementation of the Triple P program will help our agency to address families with parenting issues, we still are not able to address other well-being needs in child welfare cases that have not been accepted due to not meeting the statutory requirement such as mental and physical health, educational, and

household needs.

Our prevention social worker provides preventative services to these families. These services can prevent them from entering child welfare arena that could include foster care services while helping families address issues and keeping them intact. This position is budgeted with funds currently in the annual Department of Social Services Budget Maintenance of Effort Funds.

Beaufort County ensures equal access to applicants and beneficiaries with disabilities by delivering services that are: (a) appropriate in view of, their particular, physical, and/or mental impairment; and (b) provide an equal opportunity to benefit from the agency's job placement, education, skills training, employment and other TANF activities.

Wort First Employment Services Case Manager conducts a comprehensive and effective assessment of each applicant. If there is an initial indication that an individual has a disability that may impact his/her ability to successfully complete or benefit form certain program assignments the individual is often referred to Vocational Rehabilitation for a more comprehensive assessment by qualified professionals. Our Vocational Rehabilitation MOA and referral process is attached. Attachment

Policies and procedures in, regards to meeting the needs of TANF applicants and beneficiaries with disabilities are periodically monitored to ensure screening and assessment tools are adequate in meeting the needs of individuals with disabilities in moving toward self-sufficiency.

XI. Special Issues

TANF agencies must take reasonable steps to provide meaningful access for applicants with limited English Proficiency (LEP). Beaufort County's Work First Unit provides competent and timely interpreter services. The Work First Unit has access to one full time Spanish Interpreter on staff and full-time access to the Language Line that interprets all languages.

The unemployment rate in Beaufort County does have an adverse effect on our Work First Program. The latest rate in 2020 was 3.8%. It is increasingly difficult to support these families given the economic conditions and demands. This, also, makes it harder for us to meet the demands of the WFFA program. Without special considerations, and/or exemptions, we fear that we will not be able to meet participation rates. Our county strategies will help us to meet the numbers but, more importantly allow us to better serve these families.

XII. Eligibility Criteria:

Manual Section	Beaufort County Electing Policy
101- Initial Screening	Adopt State Policy.

102- Short-Term Services and Benefits	Benefit Diversion-Adopt state policy with the exception that if a client receives Benefit Diversion and subsequently applies for and begins to receive WFFA during the next twelve months, the client will be responsible for paying back any diversion assistance that has been received. 200% of Poverty- Adopt state policy with the exception that applicant must be actively seeking employment or employed. Certification period will be for three months with the possibility of an extension not to exceed six months within a 12-month period.

Manual Section	Beaufort County Electing Policy
103-Personal Responsibility	Adopt State Policy.
104- The Application Interview	Adopt state policy with the addition that all caretaker relatives will be encouraged to seek legal custody of the children in their care.
104B- Substance Abuse-Mental Health Initiative	Adopt State Policy.
104D- Family Violence	Adopt State Policy.
105- Time Limits	Adopt State Policy
106- Family Cap	Adopt the state policy without the exception for newborns of a minor parent.
107- Minor parent	Adopt State Policy
108-State/County Residence	Adopt State Policy
109-Age Rule	Adopt State Policy
110- Rule to Apply for a Social Security Number	Adopt State Policy
111- Citizenship/ Immigrant Rules	Adopt State Policy
112- Kinship Living With Rule	Adopt state policy with additions: Caretakers will be encouraged to seek legal custody for children.
113- Parental Support and Care	Adopt State Policy
114- Income and Budgeting	Adopt State policy
115- Resources	Adopt State Policy

116- Child Support	Adopt State Policy.
117- Ongoing Assessment and Services	Adopt state policy
118- Work Requirements and Services	Adopt state policy with following exceptions: Single parents with a child 3 mo. old or younger are exempt from requirement to participate with Work First Employment activities. All mandatory (able-bodied) participants will be required to complete at least 35 hours per week of work or, work related activities that incudes but is not limited to employment and job training. The hourly requirements for two parent household, is, 35 hours per week of work or, work related activities. If federally funded child-care is involved, then the hourly requirement for a two-parent household is 55 hours per week. Job Search and Timesheets must be submitted weekly. Direct reimbursement of transportation expenses for use of a personal vehicle is limited to the reimbursement rate for county employees. All mandatory Work First Employment participants are encouraged to complete high school or GED within 24-month time limit. All mandatory Work First Employment participants with employment-related physical or mental limitations will be referred to VR for assessment of eligibility or ineligibility for services. As it relates to cases where a Work First participant(s) quit their job, voluntarily reduce hour, or pay, and/or engage in behavior that will result in firing without good cause we will follow Standard County Policy as it relates to ineligibility.

119- Work First Benefits	Adopt State Policy.
120- Sanctions	Adopt State Policy.
130- Application Processing	Adopt state policy with these exceptions: Agency will assist applicants in obtaining verification of citizenship and/or identity.
140- Automated Inquiry/Match	Adopt State Policy
201- Reviews	Adopt State Policy.
202- Changes in Situation	Adopt State Policy.
203- Administrative Reopen	Adopt State Policy.
204- County Reassignment	Adopt State Policy.
205- Payment Rules For Payees	Adopt State Policy.
206- SSI & 1634 Medicaid	Adopt State Policy.
207- Fraud & Intentional Program Violation	Adopt State Policy.
263- Financial Responsibility: Part:1 Overpayment	Adopt State Policy.
263-Financial Responsibility Part:2 Underpayment	Adopt State Policy
263-Financial Responsibility Part:3 Reconciliation	Adopt State Policy

264- Notice & Hearings	Adopt state policy with the following changes: • **Hearing Steps:** **1. Local hearing with hearing officer designated by agency Director** **2. Hearing before DSS Board** **3. Petition to Superior Court** **Local hearing decision will be mailed to appellant via certified mail. Appellant will have 15 days to request a hearing at the 2nd level, which is before the DSS Board. Failure to request hearing within the,15-day, time frame will result in forfeiting their right to appeal local hearing officers' decision.**

XIII. Community Service Programs

Beaufort County has elected not to require parents receiving assistance to participate in community service employment.

XIV. Appeals Process

Beaufort County will use the following appeals process:

1. Appeal to a Department of Social Service appointed hearings officer.
2. Hearing before DSS Board or its designee.
3. Appeal through the court system.

XV. Review Prior to Expiration of Time Limits

Beaufort County will follow the standard procedures found in the Work First Manual, Section 105.

XVI. Funding Requirements

See attachment 4.

XVII. Certification

This is to certify that the Beaufort County Work First Plan for 2023-2025 has been reviewed and approved by the County Board of Commissioners on _____.

Signed :_____
Frankie Waters, Chairman
Beaufort County Board of County Commissioners

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Budget Amendment - Swan Point Water Line Extension

Summary of Information: A budget amendment is required to add and allocate the Owner's contribution funds of $79,513 to the project budget.

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

Attachments:

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Beaufort County
Finance

Budget Amendment Request

Department: Water – ARP Capital Project Fund **Date of Request: 1-9-23**

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
680-3660-452499	Owner's Contribution	79,513	
680-7400-551011	Capital Outlay – Swan Point Project	79,513	

Department Justification: To recognize and appropriate the owner contribution to the Swan Point project.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Workforce Devlopment Appointment

Summary of Information: The Rivers East Workforce Development Board is recommending Ms. Brenda Hawkins at MJM/Pamlico Yachtworks to fill a vacant private sector seat on their Board. This would be for a two-year term, ending June 30, 2024.

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Greene Lamp CSBG Plan

Summary of Information: 10A NCAC 97C.0111 (b)(1)(A)) requires that each Community Service grant recipient submit its Community Anti-Poverty grant application to each Board of Commission that it serves.

This agenda item is to acknowledge the Board has received a copy and give the Clerk authorization to sign the attached form.

Submitter Recommendations/Motions: Acknowledge receiving copy of grant, provide any comments to the agency and authorize Clerk to sign and return the attached form.

Attachments:
1. CSBG Grant

Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____
[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 13, 2023.**

Clerk to the Board should initial all items below.

____ The agency submitted a complete grant application for Commissioner review.

____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

____ Commissioners' comments provided those to the agency. (If applicable)

_____ _____
Clerk to the Board Date

_____ _____
Notary Date

North Carolina Department of Health and Human Services

Division of Social Services

OFFICE of ECONOMIC OPPORTUNITY

Community Services Block Grant Program

Fiscal Year 2023-24 Application for Funding
Project Period July 1, 2023– June 30, 2024
Application Due Date: January 13, 2023

Agency Information			
Agency:	Greene Lamp		
Agency:			
Federal I.D.	56-0657923		
DUNS Number:	040035438		
Administrative Office Address:	309 Summit Ave, Kinston, NC 28501		
Mailing Address (include the 4-digit zip code extension):	309 Summit Ave. Kinston, NC 28501-3957		
Telephone Number:	252-523-7770		
Fax Number:	252-523-7868		
Proposed Funding:	**CSBG: $751,352**	**Additional Resources: $**	**Agency Total Budget: $751,352**
Application Period:	**Beginning:** July 1, 2023	**Ending:** June 30, 2024	
Board Chairperson:	Linda Rouse Sutton		
Board Chairperson's Address: (where communications should be sent)	1028 Woodington Road, Kinston, NC 26804		
Board Chairperson's Term of Office (enter beginning and end dates):	2018-2022		
Executive Director:	Angela Bates		
Executive Director Email Address:	abates@greenelamp.org		
Agency Fiscal Officer:	Angela Bates		
Fiscal Officer Email Address:	abates@greenelamp.org		
CSBG Program Director:	Mary Lovick		
CSBG Program Director Email Address:	mlovick@greenelamp.org		
Counties Served with CSBG funds:	Beaufort, Greene, Lenoir, Pitt Counties		
Agency Operational Fiscal Year:	July1, 2023-June 30, 2024		

2420 Mail Service Center / Raleigh, North Carolina 27699-2420

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212

Section I: Project Identification				
1. Project Name:	Self-sufficiency			
2. Mission Statement:	To assist and empower low-income families to overcome barriers and gain employment or better employment to become self-sufficient.			
4. Objective Statement:	To provide comprehensive case management to 100 low-income participants families to become more self-sufficient by June 30, 2024			
5. Project Period:	July 1, 2023 to June 30, 2024			
6. CSBG Funds Requested for this Project:	July 1, 2023	To	June 30, 2024	
7. Total Number Expected to Be Served:	100			
a. Expected Number of New Clients	80			
b. Expected Number of Carryover Clients	20			

One-Year Work Program
OEO Form 212 (continued)

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
1. Employment: o Participants families lack skills, training, and education to obtain employment	Assist 80 participants families with comprehensive case management needed to obtain employment by: o Set short and long term goals o Assist with resume, employment application o Assist with mock interviews o Budgeting o Provide clothing for work o Transportation to and from work o Car repairs o Car insurance o Referral to NC Career Center for testing and employment search	10 Participant families will obtain fulltime employment	1.1 2.1 6.2	Case Managers Program Specialist
2. Obtain better employment o Participant families who are employed will obtain better employment	Assist 4 participant families who are employed to obtain better employment: o Assistance with resume, employment application o Assist with mock interviews o Clothing for work o Transportation to and from work o Car repairs o Car insurance o Referral to NC Career Center for testing and employment search	4 Participant families who are employed will obtain better employment	1.1 2.1 6.2	Case Managers Program Specialist

3. Employment support o Participant families will be provided with employment support	Assist 10 participant families will received employment support o Assistance with resume, employment application o Assist with mock interviews o Clothing for work o Transportation to and from work o Car repairs o Car insurance o Car payment o Transit o Bus ticket o Gas cards o Short term childcare o Referral to NC Career Center for testing and employment search	10 Participant families will receive employments support	1.1 2.1 6.2	Case Managers Program Specialist
4. Jobs with medical benefits o Participant families will obtain jobs with medical benefits	Assist 4 participant families securing jobs with medical benefits o Seek out jobs with medical benefits such as health, vision, and dental	4 Participant families will obtain jobs with medical benefits	1.2	Case Managers Program Specialist
5. Education o Participant families lack necessary skills, education, and training	Assist 8 participant families with setting educational goals o Complete college application for in person or online o Choosing career track o Apply for school tuition or loan	8 Participant families will complete education training program	1.2 2.1	Case Managers Program Specialist
6. Education support o Participant families will be provided educational support	Assist 8 participant families will be provided education support: o Tuition o Books and supplies o Testing fees o Uniforms o Transportation	8 Participant families will be provided educational support	1.2 2.1	Case Managers Program Specialist
7. Housing o Participant families will secure standard housing	Assist 4 participants with securing standard housing by providing: o Rent and rental deposit o Utility and utility deposits o Apply for Section housing and Public Housing o Apply for the LIHEAP (Low income home energy assistance program)	4 Participant families will obtain standard housing	2.1	Case Managers Program Specialist

	○ Assist with Home Furnishings			
8. Emergency Assistance: ○ Participant families will be provided emergency assistance	Assist 40 participants families with emergency assistance including seniors 55 years and older: ○ Food, clothing, rent, rent deposit, mortgage payment, ○ Utility bill, gas bill, medication, doctor bill and other health related needs, home furnishing	40 Participant families will be provided with emergency assistance	1.1	Case Managers Program Specialist

One-Year Work Program
OEO Form 212 (continued)

Section III: Program Administration and Operations					
Administration, Services, Operations: Outcome Expected	Position Title(s)	Implementation Schedule			
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter
1. Recruitment/Outreach o Inform the public about the self-sufficiency program by advertising in local newspaper and Facebook page o Distribute brochures and flyers around low-income communities o Collaborate within the agency and outside for referrals and in home program o Participate in community Fairs and community events, job fairs, food drives o Access the NCCARE 360 data base to retrieve participants families who have requested assistance o Assist participants by referring to the organizations in the network	Case Managers Program Specialist	7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24
2. Determine Eligibility o Applicant must be 18 years and older o Reside in Greene, Lenoir, Beaufort, or Pitt County o Use current NC HHS poverty income guidelines as published in the Federal Register to determine eligibility for current for current	Case Managers	7/1/2023-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24
3. Intake/Assessment o Enroll 80 participants and provide comprehensive case management services o Complete information into the data base	Case Managers Program Assistants Program Specialist	10/1/23-12/31/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/31/24 (20)	4/1/24-6/30/24 (20)
4. Orientation o Participants families will be provided orientation over the phone or virtual.	Case Managers	7/01/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24 3/30/24 (20)	4/1/24-6/30/24 (20)

o Each participant will receive documents outlining requirements of What's expected during the duration of the program	Program Specialist				
5. Case Management o Assist 80 participants in developing realistic goals immediate, short or long term o Add goal to the data base , activities and steps to achieving defines goals and time frames for completion	Case Managers Program Specialist	7/1/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/30/24 (20)	4/1/24-6/30/24 (20)
6. Follow-up o Contact participant family at least monthly or as needed o Countdown tracking after employment 30, 60, 90 day and enter into the data system	Case Managers Program Specialist	7/1/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/30/24 (20)	4/1/24-6/30/24 (20)
7. Operations and Accountability o Monitor, evaluate & assess total project o Report on outcome measures o Collaborate with community organizations and others to obtain resources for Self-Sufficiency Project o Schedule and attend meetings that support low-income families	Case Managers Data Manager Program Specialist Program Director Executive Director Board of Directors	7/1/2023-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24

Community Services Block Grant Program
Fiscal Year 2022-23 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

9. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2023-24 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	**Expected to Achieve the Outcome in Reporting Period (Target)**
The number of participant families served.	100
The number of low-income participant families rising above the poverty level.	8
The number of participant families obtaining employment.	10
The number of participant families who are employed and obtain better employment.	4
The number of jobs with medical benefits obtained.	4
The number of participant families completing education/training programs.	8
The number of participant families securing standard housing.	4
The number of participant families provided emergency assistance.	40
The number of participant families provided employment supports.	10
The number of participant families provided educational supports.	8
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County											
Agency Name: Greene Lamp											
Project Name: Self-Sufficiency											
County	Beaufort	Greene	Lenoir	Pitt							Total
Total Planned	16	8	18	58							100
Project Name:											
County											Total
Total Planned											

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the December 5, 2022, Board of Commissioners minutes as submitted by the Clerk to the Board.

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

Attachments:

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

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

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

Chairman Waters welcomed everyone and called the meeting to order.

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

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

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

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

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

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

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

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

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

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

Commissioner Rebholz
Commissioner Walker

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

Chairman Waters said is that under consent.

Ms. Mosher said yes sir, number eight.

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

Service Awards Presentation

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

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

Supporting Operation Greenlight for Veterans

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

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

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

Commissioner Walker said what were those dates again.

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

Chairman Waters said that's fine, go ahead.

Mr. Alligood then read the following:

Supporting Operation Green Light for Veterans

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

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

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

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

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

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

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

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

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

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

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

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

Public Comments

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

Legislative Updates from Elected Officials

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

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

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

Items for Consent

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

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

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

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

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

Commissioner Deatherage
Commissioner Rebholz
Commissioner Walker

See Addendum 1

Facilities Capital Project Update

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

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

Ms. Smith said absolutely.

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

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

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

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

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

Vice-Chairman Langley said it cuts down on risk.

Ms. Smith said yes sir.

Purchase Order Approval

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

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

Chairman Waters said we pulled the vehicle purchase.

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

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

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

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

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

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

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

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

Commissioner Richardson said what are these.

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

Commissioner Richardson said these are going in a building.

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

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

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

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

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

Commissioner Richardson said we're replacing obsolete equipment.

Chief Deputy Rose said correct.

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

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

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

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

Commissioner Richardson said it's a package deal.

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

Commissioner Richardson said this is expandable into how many units.

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

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

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

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

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

Chief Deputy Rose said yes.

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

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

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

Chief Deputy Rose said correct.

Commissioner Richardson said what is the delivery on this.

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

Chairman Waters said that bad.

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

Commissioner Booth said when is this contract up.

Chief Deputy Rose said for what.

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

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

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

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

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

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

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

See Addendum 2

Surplus/Retire – Sheriff's Office

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

Chief Deputy Rose said correct.

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

Chief Deputy Rose said yes sir.

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

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

Surplus – Sheriff's Office

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

Chief Deputy Rose said no sir.

Commissioner Richardson said how long ago did we buy.

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Cox said no.

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

Chairman Waters said thank both of you for your service.

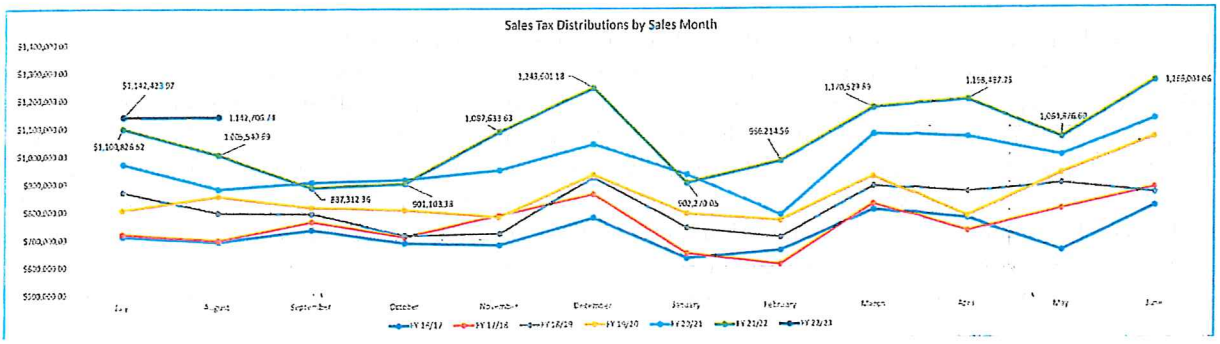
Finance Report

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

Sales Tax Distributions

Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	$ 1,142,423.97	3.8%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	1,142,706.74	13.6%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36		-100.0%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38		-100.0%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63		-100.0%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18		-100.0%
January	630,087.18	616,138.74	740,157.36	788,529.34	933,183.36	902,270.05		-100.0%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57	980,214.56		-100.0%
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18	1,170,529.89		-100.0%
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64	1,198,487.75		-100.0%
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88	1,064,876.60		-100.0%
June	815,681.04	880,628.58	863,478.38	1,062,286.33	1,130,859.40	1,266,004.06		-100.0%
Totals	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 11,668,894.32	$ 12,808,400.67	$ 2,285,130.71	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94	$ 1,139,506.35		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%	9.8%		

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



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

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

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

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

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

Cooperative Extension Tractor Purchase

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

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

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

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

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

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

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

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

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

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

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

Commissioner Walker said you'll have time.

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

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

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

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

Appointment to Fill Unexpired Term for Register of Deeds

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

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

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

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

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

I take issue with the interpretation of the statute that commissioners are required to accept the first designee of the relevant political party, regardless of qualifications.

Nothing in the statute directs that commissioners are required to abandon their fiduciary responsibility to the citizens of Beaufort County."

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

If the intent of the statute were that the first designee be appointed without question, there would be no need for the statute. The relevant political party would directly, without consultation with the county commissioners, install their designee.

The statute clearly directs that "the board of county commissioners shall consult with the county executive committee".

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

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

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

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

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

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

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

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

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

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

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

Commissioner Richardson said no.

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

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

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

Commissioner Richardson said read the statute.

Commissioner Rebholz said I have.

Commissioner Richardson said I read; I understand English.

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Deatherage said I've never said that.

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

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

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

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

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

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

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

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

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

Commissioner Deatherage said what side of the party is that.

Commissioner Richardson said what party are you talking about.

Chairman Waters said the radical conservative group.

Commissioner Deatherage said oh, the MAGA crowd, okay.

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

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

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

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

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

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

See Addendum 3

Request for Audit by Register of Deeds

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

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

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

Commissioner Booth said are we going to set the salary.

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

See Addendum 4

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

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

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

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

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

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

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

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

See Addendum 5

"In God We Trust" Signage

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

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

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

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

See Addendum 6

Distribution Request for Public School Building Repair and Renovation Fund

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

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

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

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

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

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

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

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

Dr. Cheeseman said yes sir.

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

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

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

Dr. Cheeseman said how does the cycle run.

Commissioner Rebholz said anyway, that can get worked out.

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

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

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

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

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

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

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

Commissioner Booth said so you're ready to go.

Dr. Cheeseman said yes.

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

See Addendum 7

Apology to Dr. Loope, Community College President

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

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

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

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

Chairman Waters said it's my agenda item.

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

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

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

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

Affordable Housing In Beaufort County

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

Mr. Alligood said workforce housing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement Regarding Register of Deeds Appointment

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

Vidant Emergency Room Report

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

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

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

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

Jail Committee Update

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

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

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

Jail Population Discussion

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

Combating Drug Use in Beaufort County

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

Commissioner Rebholz said we never voted to defend them.

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

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

Commissioner Richardson said tell us what you will vote for.

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

Commissioner Richardson said that's not working.

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

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

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

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

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

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

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

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

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

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

Commissioner Richardson said no, I'm not going.

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

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

Illegal Immigrants in Beaufort County

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

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

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

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

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

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

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

Commissioner Deatherage said I'd like to speak.

Chairman Waters said three minutes, max.

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

Commissioner Comments

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

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

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

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

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

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

Chairman Waters said you're out of order.

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

Adjourned at 8:11 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

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

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 11/07/22**

FY Budget: 2023

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

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

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

County Position No. N/A

State Position No. N/A

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

14/15

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

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

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

North Carolina Vehicle Tax System

SEPTEMBER NCVTS PENDING REFUNDS 2022

NCVTS Pending Refund report

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

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

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

TR-406 Pending Refund Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Amount ($)
888365	MICHAEL DEAN ARNOLD	217 PERRY RD GRIMESLAND,NC 27837	Overpayment on Payment of CHECK on Bill # 0009524655-2021-2021-0000-00 of $290.04	C9BEATB	290.04
888571	DAVID J LAND	PO BOX 2712 ELLICOTT CITY,MD 21041	Overpayment on Payment of CHECK on Bill # 0000037557-2022-2022-0000-00 of $7.64	DPCLBX	7.64
888578	IGT GLOBAL SOLUTIONS CORP	10 MEMORIAL BLVD PROVIDENCE,RI 02903	Overpayment on Payment of CHECK on Bill # 0009531836-2022-2022-0000-00 of $103.44	DPCLBX	103.44
888685	BETTY B RANDOLPH	127 WELLINGTON DRIVE WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000050390-2021-2021-0000-00 of $179.06	HACKLIN	179.06
888847	NEW VISION TRUST CFBO JAMES MCCABE IRA	32 OSPREY LN BATH,NC 27808	Overpayment on Payment of OTHER on Bill # 0000042183-2022-2022-0000-00 of $229.12	WKINION	229.12
888922	JOHN ALTIZER	3121 CREGLER DR APEX,NC 27502	Overpayment on Payment of CHECK on Bill # 0009002168-2022-2022-0000-01 of $123.53	HACKLIN	123.53
889579	JOSEPH HOWARD HARRIS	58 WALLS MILL RD AURORA,NC 27806	Overpayment on Payment of CHECK on Bill # 0009546235-2022-2022-0000-01 of $308.25	DPCLBX	308.25
889829	CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF LATTER-DAY SAINTS	50 EAST NORTH TEMPLE SALT LAKE CITY,UT 84105	Overpayment on Payment of CHECK on Bill # 0000000819-2022-2022-0000-00 of $429.60	DPCLBX	429.60
889974	WILLIAM M DOTSON	2334 TAR LANDING ROAD WILLIAMSTON,NC 27892	Overpayment on Payment of CHECK on Bill # 0000020786-2022-2022-0000-00 of $235.62	DPCLBX	235.62
891114	JAMES ERVIN THOMPSON	1476 HORSE PEN SWAMP RD WASHINGTON,NC 27889	Overpayment on Payment of OTHER on Bill # 0009545227-2022-2022-0000-00 of $250.00	WKINION	250.00
891302	LESTER SPENCER	DEBORAH BRATHWAITE 2903 BEACH CHANNEL DR FAR ROCKAWAY,NY 11691	Overpayment on Payment of OTHER on Bill # 0000047440-2022-2022-0000-00 of $102.79	C9BEATB	102.79
891943	MARY C GURLEY	1444 IDALIA ROAD AURORA,NC 27806	Overpayment on Payment of OTHER on Bill # 0000034725-2022-2022-0000-00 of $175.00	WKINION	175.00
892156	KATHRYN L MORTON	658 WHITE HORSE DR GREENVILLE,NC 27834	Overpayment on Payment of CHECK on Bill # 0000029644-2022-2022-0000-00 of $1,243.92	DPCLBX	1,243.92

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

98

2022 LATE FILINGS FOR EXEMPTIONS ***NOVEMBER MEETING***

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

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

NC COOPERATIVE EXTENSION

November 2, 2022

Dear Rod and concerned others,

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

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

Kind regards,

C. Dale Monks

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

N.C. A&T STATE UNIVERSITY

NC STATE UNIVERSITY

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

JOHN DEERE

Customer:

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

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

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

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

For any questions, please contact:

Chris Silverthorne

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

Tel: 252-946-0267
Fax: 252-946-0267
Email: csilverthorne@qualityequip.com

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

JOHN DEERE

QUALITY EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

Quote Summary

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

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

Quote ID: 27427208
Created On: 13 September 2022
Last Modified On: 31 October 2022
Expiration Date: 30 November 2022

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

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 132,699.56

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

QUALITY EQUIPMENT

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

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

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

QUALITY EQUIPMENT

Selling Equipment

Quote Id: 27427208 **Customer Name:** BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

JOHN DEERE 6110M Cab Tractor

Hours:
Stock Number:
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)
Price Effective Date: November 1, 2020

Suggested List *
$ 142,945.00
Selling Price *
$ 105,779.30

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

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

JOHN DEERE

QUALITY EQUIPMENT

Selling Equipment

Quote Id: 27427208 **Customer Name:** BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

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

JOHN DEERE 600R Standard Farm Loader

Equipment Notes:
Hours:
Stock Number:
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)
Price Effective Date: September 21, 2022

Suggested List *
$ 12,404.00
Selling Price *
$ 9,178.96

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

JOHN DEERE

QUALITY EQUIPMENT

Selling Equipment

Quote Id: 27427208 **Customer Name:** BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

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

JOHN DEERE StarFire™ 6000 Receiver

Equipment Notes:
Hours:
Stock Number:
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)
Price Effective Date: September 21, 2022

Suggested List *
$ 8,945.00
Selling Price *
$ 8,676.65

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

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

JOHN DEERE

QUALITY EQUIPMENT

Selling Equipment

Quote Id: 27427208 **Customer Name:** BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

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

JOHN DEERE John Deere 4640 Universal Display

Equipment Notes:
Hours:
Stock Number:
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)
Price Effective Date: September 21, 2022

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

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

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

Beaufort County
Finance

Budget Amendment Request

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

FY Budget: FY 22/23

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

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

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

County Position No. _____

State Position No. _____

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

ADDENDUM 2

Purchase Order Approval – Sheriff's Office

Purchase Order

Fiscal Year 2023

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

Purchase Order # 20230463

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

Delivery must be made within doors of specified destination.

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

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

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

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

NOTES

Capital Outlay Equipment

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

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Recorder	1.0000	EACH	$45,365.0000	$45,365.00
2	Motorola Licenses	1.0000	EACH	$76,490.0000	$76,490.00
3	Peripherals	1.0000	EACH	$5,995.0000	$5,995.00
4	Installation Services	1.0000	EACH	$9,500.0000	$9,500.00
5	Shipping	1.0000	EACH	$350.0000	$350.00

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

294325 - 551000 $135,500.00

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

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

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

Hollie H Gomes
Purchasing Agent

Anita C. Radcliffe
Finance Officer

110
VENDOR COPY

ADDENDUM 3

Appointment to Fill Unexpired Term for Register of Deeds

Brian Alligood

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

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

Greetings:

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

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

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

Best regards,

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

cc: File

§ 161-5. Vacancy in office.

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

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

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

ADDENDUM 4

Request for Audit by Register of Deeds

Beaufort County Finance

Budget Amendment Request

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

FY Budget: 2022/2023

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

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

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

County Position No. _____

State Position No. _____

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

ADDENDUM 5

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

AN ORDINANCE TO AMEND THE GRANT PROJECT FUND
HMGP STATE CENTRIC MODEL MANAGEMENT COSTS PROJECT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

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

Section 1. The Grant Project amendment is to account for the management costs associated with 32 residential elevations under HMGP State Centric Model project #4393-0050-R.

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

REVENUES:

170-3672-433140	HMGP REVENUE - 4393-0050-R	$ 216,267

EXPENSES:

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

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

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

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

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

This the 7th day of November, 2022.

_____
Chairman

Attest:

_____
Clerk

DocuSign Envelope ID: E7C7385A-3B1A-4791-822A-90E65F43DF82

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0050-R
DPS Fund Code: 4393DRNCP00000505
MOA Amount: $4,325,324.00

County: Beaufort
Tax ID/EIN#: 56-6001521
DUNS #: 616168266

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date _____, by and between the **County of Beaufort** ("Municipality/County" or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/**County of Beaufort** completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the **State Centric Model this 8th day of September, 2022**;

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WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4393-0050-R**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The following is the approved Statement of Work (SOW) for the above referenced project:

NCEM, on behalf of Beaufort County, will elevate thirty-two (32) residential structures located within the boundaries of the Special Flood Hazard Area. Per the local County's Ordinance, the structures will be elevated to the Base Flood Elevation (BFE), plus the applicable freeboard requirement. All structures proposed for elevation will be inspected and certified by an engineer to be structurally sound and capable of being elevated safely. The foundations will be designed to properly address all loads and be appropriately connected to the floor structure above. The elevation will be designed and implemented consistent with internationally recognized engineering standards, and according to the standards outlined in the ASCE 24-14.

The elevated structures will be placed on a range of possible foundations, which include but are not limited to the following options (which will be delineated by a professional licensed engineer during the feasibility study). Elevation foundations will be either: piers, piles, columns, or fill; foundation curtain wall with footings; reinforced concrete masonry unit (CMU) block walls. The depth of ground disturbance will be 12-24 inches. All construction will comply with the North

Carolina and local building code requirements and specifications. Environmental protection measures, such as sediment barriers, will be taken. Each site will be dressed and graded for positive drainage and ease of future maintenance.

Site Locations:

	Address	City	State	Zip Code	Latitude	Longitude
1.	366 E Bay St	Belhaven	NC	27810	35.53929	-76.61777
2.	226 N Harvey St	Washington	NC	27889	35.54264	-77.05046
3.	654 Croatan St	Belhaven	NC	27810	35.54088	-76.61481
4.	1711 Bay City Rd	Aurora	NC	27806	35.27856	-76.77483
5.	908 Willow St	Washington	NC	27889	35.53891	-77.04095
6.	402 N Washington St	Washington	NC	27889	35.54989	-77.0610
7.	702 Runyon Rd	Washington	NC	27889	35.54175	-77.3469
8.	228 Fantasy Island Rd	Belhaven	NC	27810	35.48991	-76.6768
9.	278 Duke St	Belhaven	NC	27810	35.54706	-76.61852
10.	447 West Pantego St	Belhaven	NC	27810	35.54629	-76.62405
11.	907 E 7th St	Washington	NC	27889	35.54291	-77.03874
12.	763 Washington St	Belhaven	NC	27810	35.54742	-76.62134
13.	2590 Whichards Beach Rd	Chocowinity	NC	27817	35.51367	-77.03564
14.	815 E 4th St.	Washington	NC	27889	35.54041	-77.04195
15.	694 Hubs Rec Rd	Belhaven	NC	27810	35.51384	-76.65587
16.	1300 Old Pamlico Beach Rd	Belhaven	NC	27810	35.40006	-76.62413
17.	193 Woodstock Rd	Belhaven	NC	27810	35.46574	-76.63257
18.	107 Haven Way	Washington	NC	27889	35.48854	-76.97951
19.	432 Gum St	Belhaven	NC	27810	35.54744	-76.62198
20.	112 Sunnyside Dr	Washington	NC	27889	35.4879	-76.97827
21.	112 Dickinson Rd	Chocowinity	NC	27817	35.42759	-76.97200
22.	131 Gum Neck	Belhaven	NC	27810	35.56977	-76.50227
23.	5114 Pamlico Beach Rd	Belhaven	NC	27810	35.9981	-76.60236
24.	322 Summer Haven Rd	Washington	NC	27889	35.50035	-76.99052
25.	565 School House Rd	Belhaven	NC	27810	35.46896	-76.63805
26.	31446 US HWY 264 E	Belhaven	NC	27810	35.54796	-76.60576
27.	1252 Old Pamlico Beach Rd	Belhaven	NC	27810	35.38995	-76.59011
28.	101 Haven Way N	Washington	NC	27889	35.48872	-76.97858
29.	109 Haven Way North	Washington	NC	27889	35.48834	-76.97975
30.	5755 Sidney Road	Belhaven	NC	27810	36.48392	-76.67677
31.	735 Latham St.	Belhaven	NC	27810	35.73653	-76.61304
32.	689 Latham St	Belhaven	NC	27810	35.63428	-76.61477

Note: The property at 635 N Fifth Street was withdrawn and identified as unresponsive to the homeowner verification documents (Declaration & Release and Model Acknowledgement of Conditions do not match the tax card).

(2) **CONDITIONS**

RECIPIENT/SUBGRANTEE shall:

1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the

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project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.

2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.

3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.

4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.

5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off** Meeting with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) **BUDGET AND FUNDING**

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **DR-4393-0050-R**, which is a sub-award in the **Cost Center 2D530076**.

Budget Information
Total: **$4,325,324.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated **September 21, 2022**.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, as allowable by FEMA.

Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM

must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) **"Conditions"**; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

> If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be

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construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10) LIABILITY

(a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This

Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

(c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial

condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;

4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.

(b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any other rights or remedies which may otherwise be available under law.

(c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform

in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

(d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/ GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/ GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/

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SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

(a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

(b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

(d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

(a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent

upon Congress providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

(c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.

(d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

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(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

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

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) FEMA REQUIRED CONTRACT PROVISIONS

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/ SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R.

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201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

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IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the_____ day of _____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

_____

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE_____

WITNESS:

_____

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE_____

WITNESS:

_____

BY: _____
ANITA RADCLIFFE
FINANCE DIRECTOR/CFO
BEAUFORT COUNTY
FEDERAL EMPLOYER I.D. # 56-6001521
DATE_____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE10/6/2022 | 07:01:46 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

Clean Air Act

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

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

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

Federal Water Pollution Control Act

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

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

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

9. **Debarment and Suspension.**

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

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

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

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

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

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

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

11. **Procurement of Recovered Materials.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____
Signature of RECIPIENT/SUBGRANTEE's Authorized Official

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

_____
Date

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ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

Management Cost Reimbursement Request				
County:		Date:	Project Number:	
Employee Name	Rate	Activity	Time	Amount of Reimbursement Requested

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

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

General Approach to Minimize Impact to Soil:

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

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

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

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

o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o **Debris Removal**

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

o **Demolition**

Foundation Removal

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

Slab/Driveway/Sidewalk Removal

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

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Oil Tank Location/Removal

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

Septic Tanks

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

o **Utility Lines**

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

o **Cemetery Buffer Zone**

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

Treatment of Unanticipated Discoveries:

o **Archaeological Materials/Human Remains**

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

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

Asbestos Abatement Requirements:

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

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

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

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

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

Asbestos Continued, Other Issues:

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

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

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

Lead Based Paint:

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

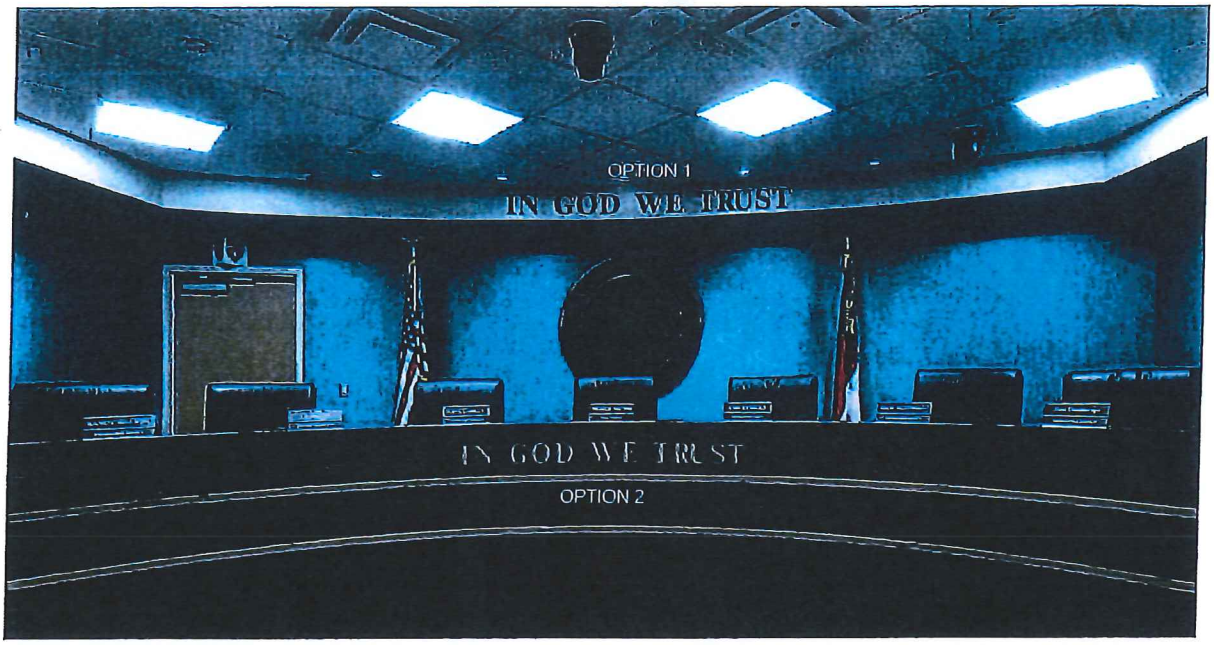
FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this "Best Practices" document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

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

ADDENDUM 6

"In God We Trust" Signage

6" LETTERS FLAT CUT ACRYLIC – OPTIONS 1 & 2





ADDENDUM 7

Distribution Request for Public School Building Repair and Renovation Fund

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

DPI USE ONLY
Approved By:
Date:

Date of Request: October 31, 2022

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

Contact Person: Dr. Matthew Cheeseman
Title: Superintendent
Phone: 252-946-6593
Email: mcheeseman@beaufort.k12.nc.us

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

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

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

Estimated Costs:

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

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

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

November 7, 2022
(Signature – Chair, County Commissioners) (Date)

November 7, 2022
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

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

"**§ 115C-546.14. Reporting.**

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

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

(1) Number and description of projects awarded.

(2) Total cost of each project and amount supported by the Needs-Based Public School Capital Fund.

(3) Projections for local school administrative unit capital needs for the next 30 years based upon present conditions and estimated demographic changes.

(4) Any legislative recommendations for improving the Needs-Based Public School Capital Fund program."

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

"Article 38C.

"Public School Building Repair and Renovation Fund.

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

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

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

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

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

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

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

OPERATIONS MANUAL
PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

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

Published – March 2022
North Carolina Department of Public Instruction

SCHOOL PLANNING SECTION - DISTRICT OPERATIONS DIVISION – NCDPI

OPERATIONS MANUAL
PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

Prepared by

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

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

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PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

PURPOSE

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

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

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

BACKGROUND

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

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

> *"To insure a quality education for every child in North Carolina, and to assure that the necessary resources are provided, it is the policy of the State of North Carolina to provide from State revenue sources the instruction expenses for current operations of the public school system as defined in the standard course of study."*
>
> *"It is the policy of the State of North Carolina that the facilities requirements for a public education system will be met by county governments."*

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

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

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

SOURCES AND DISTRIBUTION OF REVENUE

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

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

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

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

EXPENDITURE GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

FUNDING APPLICATION PROCESS

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

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

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

County: Name of county requesting funds
Address: Of the county contact person
LEA: Name of applicant school system
Address: Of applicant school system

Contact Person: Name of county official
Title: Of the county contact person
Phone: Of the county contact person
Email: Of the county contact person

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

Project Address: School name and address where project is to be undertaken
Type of Facility: Classroom facility at High School, Junior High School or Middle School, Elementary or Primary School, K-12, etc.

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

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

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

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

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

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

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

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

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

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

FUNDING APPROVAL AND ALLOCATION

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

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

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

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

ACCOUNT REPORTS

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

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

DISBURSING ACCOUNTS

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

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

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

REPORTING REQUIREMENTS

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

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

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

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

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

END OF PROCEDURES MANUAL

APPENDIX

Project Planning and DPI Plan (Design) Review

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

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

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

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

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

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

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

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

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

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

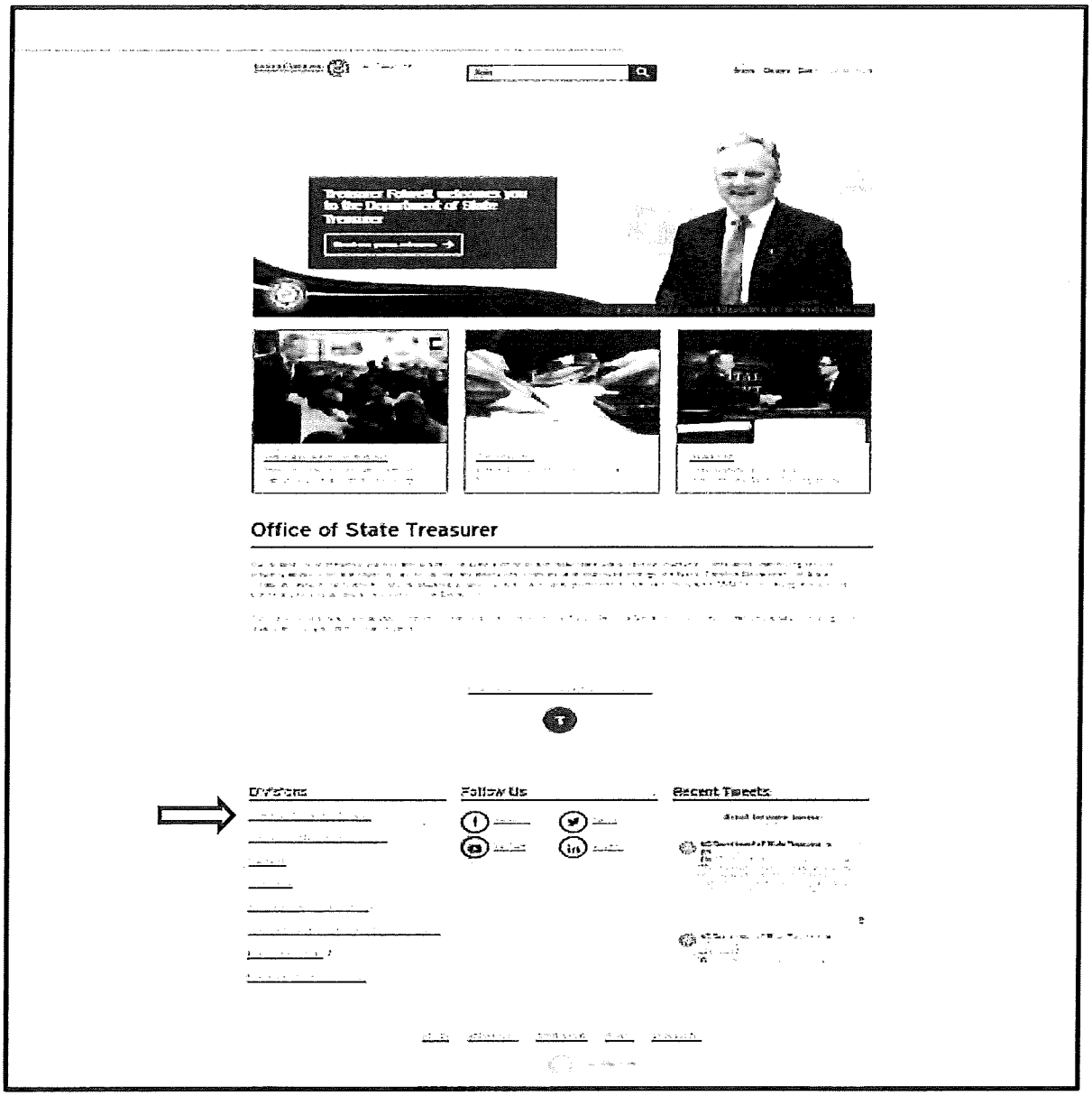
https://files.nc.gov/dpi/documents/schoolplanning/roof-submittal-form.pdf

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

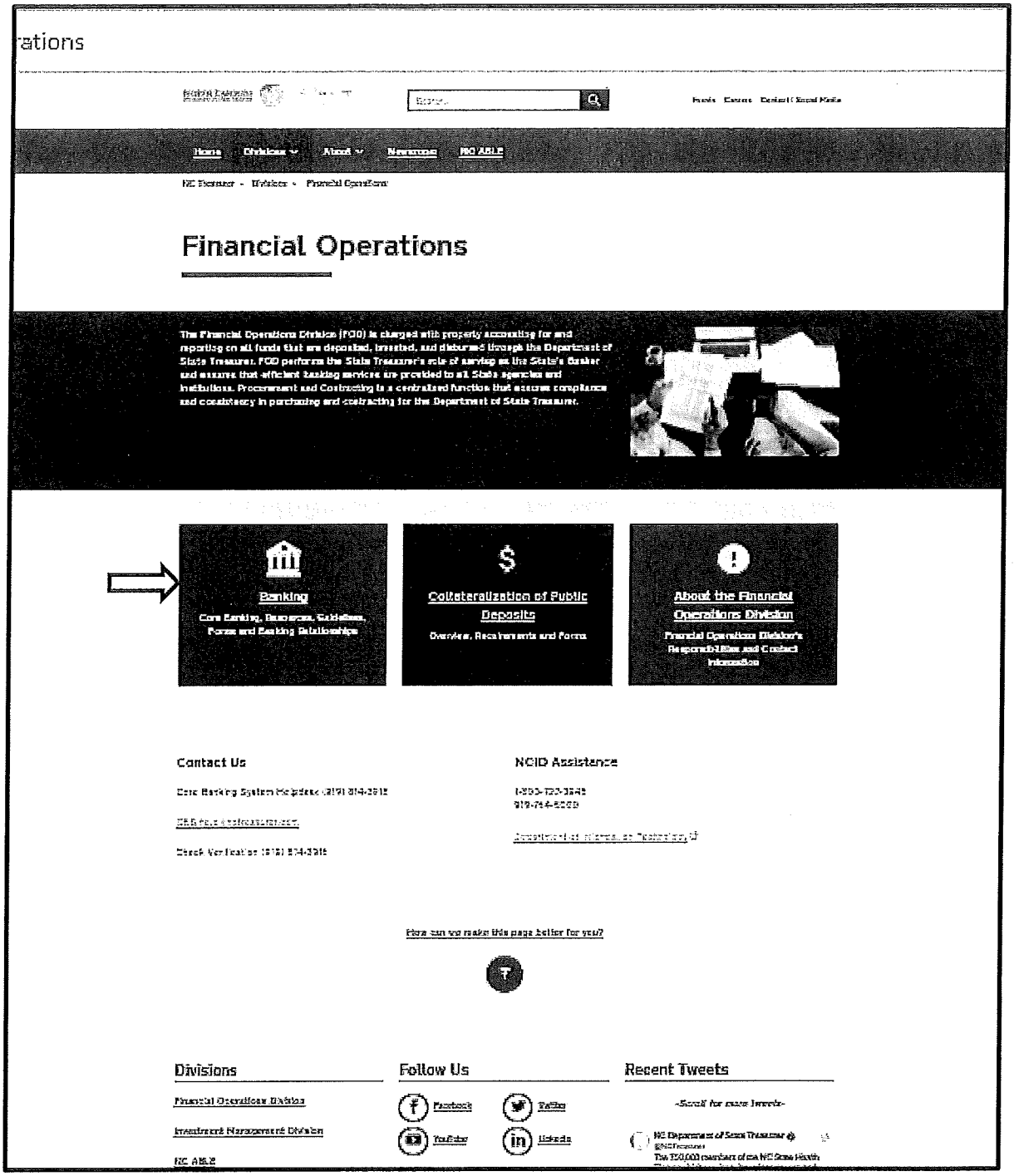
Reports to State Treasurer

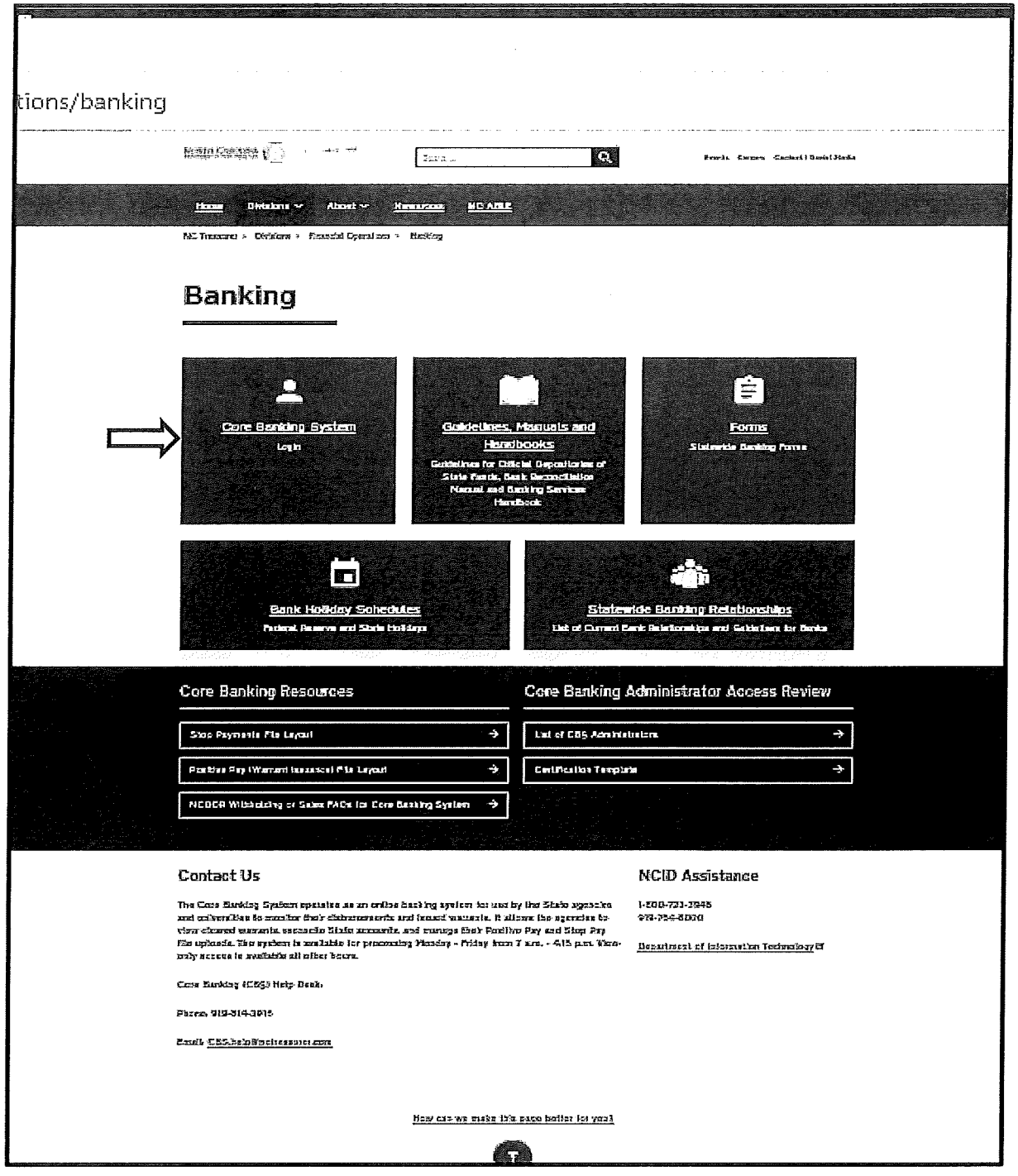
The office of the State Treasurer requires county finance officers to reconcile their disbursing account activity each month and to report agreement via a 'check box' on the Core Banking System (CB$) website. The State Treasurer does not mail printed statements to the counties; reconciliation and review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

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



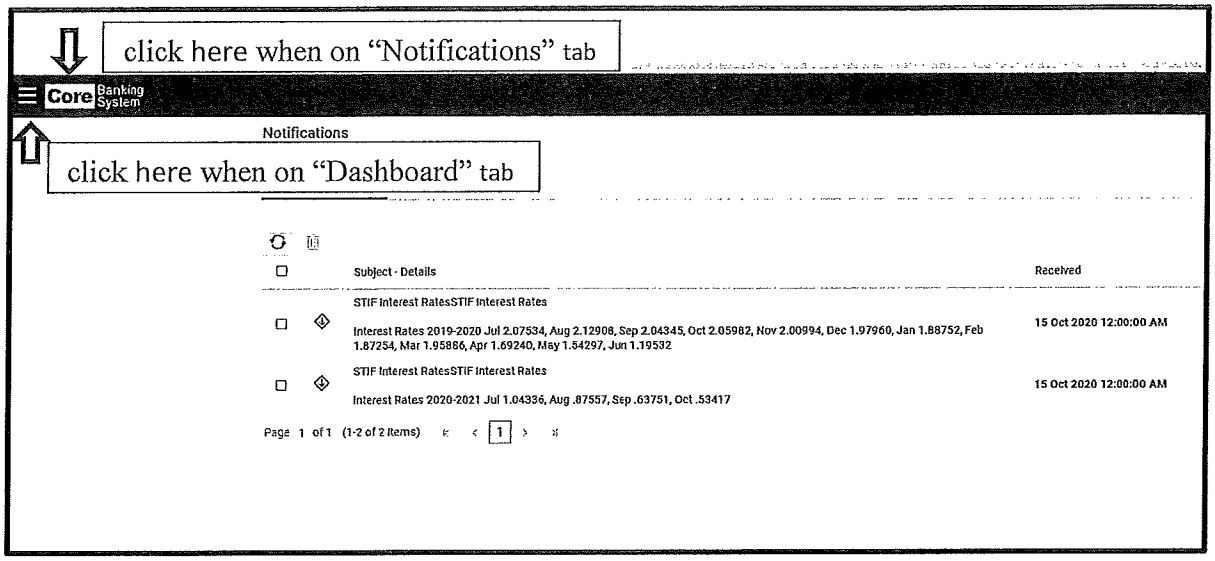
To access the Core Banking System, first click on the Banking and Core Banking System icons.



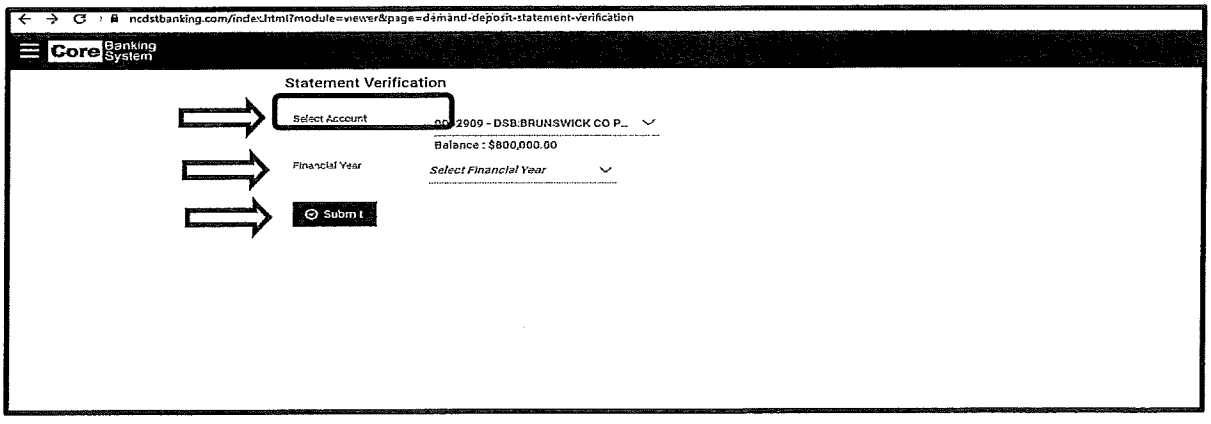


On the log-in page that opens (not pictured), use the individual ID and password provided by the Financial Services Department of DPI or by the State Treasurer's Office to log in to the CB$.

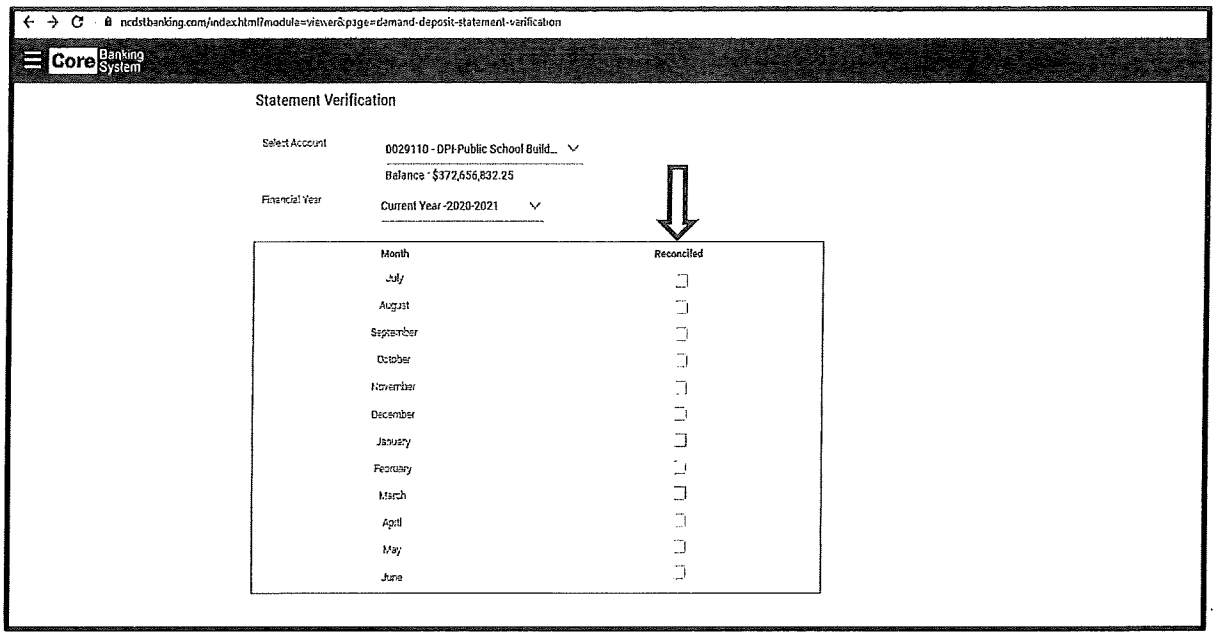
Upon log-in the tab that opens should be the "Notifications – NCDST" tab (pictured below). The screen may contain important information such as interest rates, holidays, or site maintenance. Next, access the CB$ Dashboard by clicking on the "Core Banking System" logo at the top left corner of the screen.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



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



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

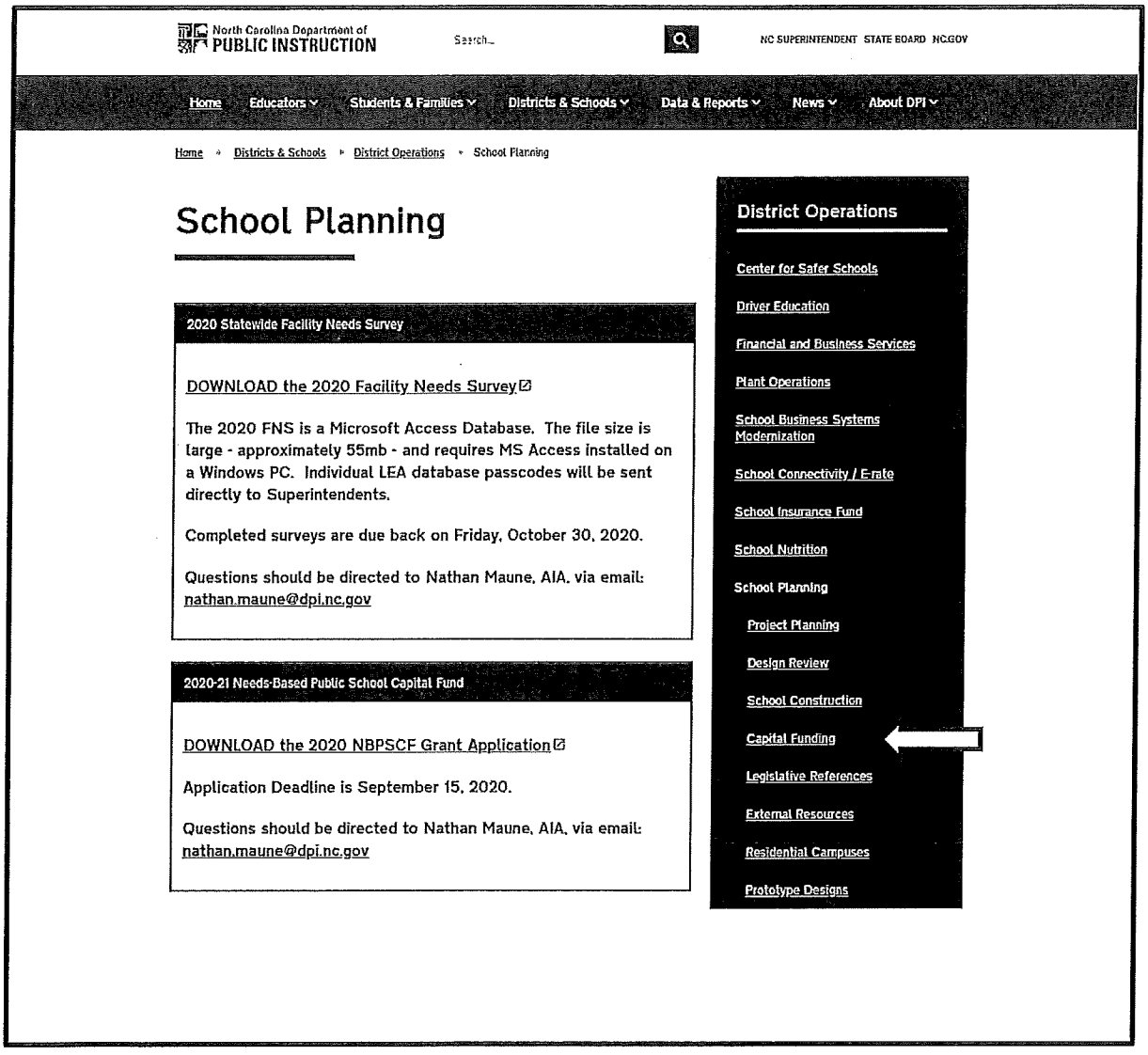


There will typically be no formal notification made to county finance officers by the State Treasurer's Office regarding disbursing account reconciliation. As administrator of the PSBRRF, School Planning will check the CB$ website periodically to determine if the finance officers of counties to which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

School Planning Website Information

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

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



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

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

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

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

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

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

Contact information

School Planning Section, NCDPI

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

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

North Carolina Department of State Treasurer

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

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

Department of Public Instruction

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

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

9/27/2022

County 06 Beaufort

LEA 070 Beaufort County

Public School Building Capital Fund - Fiscal Year Totals
ADM, Lottery Fund, Needs Based Lottery Fund, and Repair Renovation Lottery Fund

	ADM Fund					Lottery Fund					Needs Based Lottery Fund					Repair and Renovation Lottery Fund				
Fiscal Year	Tax Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Needs Based Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Rep Reno Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance
2010-11	0.00	28.28	13.84	0.00	2,902.57	962,402.00	2,302.26	611.30	1,011,471.57	242,519.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011-12	0.00	23.21	216.95	0.00	3,142.73	439,402.00	2,298.09	1,862.04	536,580.81	149,500.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012-13	0.00	13.70	352.53	0.00	3,508.96	466,844.00	1,022.62	1,368.49	149,633.00	469,102.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013-14	0.00	17.28	484.62	0.00	4,010.86	486,041.00	1,524.94	1,599.26	468,936.57	489,331.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014-15	0.00	20.57	199.59	0.00	4,231.02	502,642.00	3,656.74	199.60	450,000.00	545,829.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015-16	0.00	31.25	19.86	0.00	4,282.13	472,329.00	5,611.05	860.11	450,000.00	574,629.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016-17	0.00	46.11	24.85	0.00	4,353.10	524,095.00	7,648.80	122.69	450,000.00	656,496.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017-18	0.00	64.69	0.00	0.00	4,417.79	465,252.00	10,496.65	56.78	450,000.00	682,301.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018-19	0.00	94.93	13.64	0.00	4,526.36	349,677.00	15,886.18	41.71	490,000.00	557,906.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019-20	0.00	94.94	22.44	0.00	4,643.74	486,894.00	15,787.66	22.44	484,000.00	576,610.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020-21	0.00	20.86	0.00	0.00	4,664.60	601,228.00	3,458.72	7.60	477,000.00	704,305.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021-22	0.00	10.17	14.10	0.00	4,688.87	394,262.00	1,789.82	22.48	487,000.00	613,379.32	0.00	0.00	0.00	0.00	0.00	230,207.00	348.79	0.00	0.00	230,555.79
2022-23	0.00	7.09	0.00	0.00	4,695.96	77,776.00	1,045.03	0.00	0.00	692,200.35	0.00	0.00	0.00	0.00	0.00	69,793.00	519.31	0.00	0.00	300,868.10
Totals:	7,157,280.10		113,176.49			8,359,401.00		10,917.17			0.00		0.00			300,000.00		0.00		
		1,166,250.88		8,432,011.51			99,285.20		7,777,403.02			0.00		0.00			868.10		0.00	

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Sheriff Scott Hammonds

Agenda Title: Promotion Salary Adjustment Request

Summary of Information: Article IV, Section 13. "Pay Rates in Promotions, Demotions, Transfers and Reclassifications" of the Beaufort County Personnel Policy provides the following:

A. Promotions

"The purpose of the promotion pay increase is to recognize and compensate the employee for assuming increased responsibility. When an employee is promoted to a position with a higher salary grade, the employee's salary shall normally be advanced to the beginning of the new position, or to a salary which provides an increase of at least 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants or for other reasons related to the merit principle of employment, the County Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employees' qualifications for the job and relative worth to the County, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the Maximum rate of the new salary range. The amount of the salary adjustment should be based upon:

1. The employee's related education, training, and experience
2. The nature of and the magnitude of the change in jobs
3. Budget availability
4. Consistent with similar situations in the past
5. Internal equity within the work unit
6. Other relevant issues

NAME	CURRENT SALARY	SUGGESTED NEW SALARY	YEARS OF EXPERIENCE	EDUCATION LEVEL
Timothy Hickman	$88,325	$104,495	37 Years	High School
Jeremey Hewitt	$80,918	$88,896	18 Years	High School
David Richards	$56,560	$65,862	25 Years	High School

Submitter Recommendations/Motions: Consider salary adjustment for the following positions recently promoted to a new role within the Sheriff's Office following establishment of the new administration.

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Sheriff Scott Hammond

Agenda Title: Special Salary Minimum Rate Request - Communications

Summary of Information: Article IV, Section 6. "Hiring Rate/Starting Salary" of the Beaufort County Personnel Policy provides the following:

"At the recommendation of the County Manager, the Board of County Commissioners may authorize a Special Minimum rate for jobs classifications in which the County experiences significant difficulty with recruitment and/or retention of employees. In effect, this becomes the new minimum salary rate for employees hired in this class. Prior to utilizing the Special Minimum Rate, the salaries of current employees in the respective job class shall be reviewed by the Human Resources Director and County Manager and shall be adjusted to the Special Minimum Rate to maintain salary equity for the class."

The Sheriff's Office is experiencing, as many law enforcement agencies are, significant difficulty with recruitment and retention of Telecommunicators and has asked that a Special Minimum Rate be considered by the Board to help address this issue. Included in the comparison by the Sheriff's Office of salary rates from counties that have historically drawn staff away. Included in the comparison are the proposed adjusted salaries for existing telecommunicators, along with the rationale, to maintain equity in the class if the Special Minimum Rate of $40,000 is approved by the Board.

Submitter Recommendations/Motions: Consider establishing a Special Minimum rate of $40,000 for the telecommunicator job classification and adjusting current Telecommunicator positions to maintain salary equity in the class.

Attachments:
1. Communications Salary Comparisons

PAY PLAN COMPARISONS EFFECTIVE JULY 1, 2022

COUNTY	POSITION	HIRING RATE	MINIMUM RATE
BEAUFORT	Telecommunicator	$34,307	$36,022
CRAVEN	Telecommunicator	N/A	$37,340
PITT CO. 911 CENTER	Telecommunicator	$35,224	$36,915 (Certified)
PITT CO. SHERIFF'S OFFICE	Telecommunicator	N/A	$38,392

BEAUFORT COUNTY TELECOMMUNICATORS SALARIES

NAME	CURRENT SALARY	SUGGESTED NEW SALARY	TIME IN 911/COMM.	EDUCATION LEVEL
Telecommunicator 1	$38,025	$40,400	6 Years	High School
Telecommunicator 2	$36,743	$40,000	2 Years	High School
Telecommunicator 3	$38,022	$42,000	3 Years	Associate degree
Telecommunicator 4	$34,307	$40,000	4 Years	High School
Telecommunicator 5	$36,382	$40,000	3 Years	High School
Telecommunicator 6	$38,022	$42,000	3 Months	Associate degree

Beaufort County's current policy for educational incentive is to award an additional $2,000 annually for employees who hold an Associate's Degree and $4,000 annually for those who hold a Bachelor's Degree.

Sheriff's Office employees are awarded an additional 1% to their base pay for every five years of experience in the 911/Communications/Emergency field.

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Chief Deputy Timothy Hickman

Agenda Title: Revised Vehicle Purchase Order - Sheriff's Office

Summary of Information: The Sheriff's Office is requesting the approval of PO 20230387, in the amount of $288,795.92 to order and purchase 8 Dodge Chargers that were approved during the FY 22/23 budget.

These vehicles are being purchased under the State contract.

Submitter Recommendations/Motions: Staff will follow Boards direction.

Attachments:

Purchase Order

Fiscal Year 2023

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

Purchase Order # 20230570

BILL TO

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

Delivery must be made within doors of specified destination.

VENDOR

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

SHIP TO

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

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE
			2023 Dodge Chargers

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
12/20/2022	30613			SHERIFF

NOTES

Cap Outlay Vehicles

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

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LDDE48 5.7L Hemi V-8 2023 Charger Pursuit RWD as per NC70A NC State Contract #202100002	8.0000	EACH	$36,099.4900	$288,795.92

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

104310 - 554000	$288,795.92

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

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

Total Ext. Price	**$288,795.92**
Purchase Order Total	**$288,795.92**

Hollie L Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

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VENDOR COPY

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Director Victoria vanNortwick, Sheriff's Office

Agenda Title: Communications System PO Approval

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

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

Submitter Recommendations/Motions:

Request approval for funding the purchase of an upgrade communications recording system and for funding the MCC Console Archiving Interface Server.

Attachments:
1. Interface Server

Purchase Order

Fiscal Year 2023

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

Purchase Order # 20230584

BILL TO

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

Delivery must be made within doors of specified destination.

VENDOR

MOTOROLA SOLUTIONS INC.
4625 LAKE PARK BLVD
SALT LAKE CITY, UT 84120

SHIP TO

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

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE
		537	AIS System Overview

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
12/21/2022	2044			EMERGENCY COMMUNICATIONS

NOTES

Implemental Functions & Mainte

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

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MCC7500 Archiving Interface Server (AIS)	1.0000	EACH	$76,882.3100	$76,882.31
2	MCC7500 Archiving Interface Server (AIS)	1.0000	EACH	$14,117.6900	$14,117.69

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

104325 - 544000	$14,117.69
294325 - 519500	$76,882.31

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

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

Total Ext. Price	**$91,000.00**
Purchase Order Total	**$91,000.00**

Hollie d gones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

VENDOR COPY

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Petition to Abandon Old County Road

Summary of Information: Attorney Amanda D. Sasnett of Jones & Sasnett, P.A. on behalf of her client, Marie Peedin, is submitting a petition to formally abandon an old county road running through a parcel of land that her client intends to purchase and develop. The road is a portion of the former location of secondary road 1516. Supporting documents and a proposed resolution are attached for consideration.

N.C.G.S. § 153A-241 enables a county via the board of commissioners to permanently close any public road located within the county which is not under the control of the Department of Transportation or a municipality in its extra-territorial jurisdiction.
The procedure includes the following steps:

1. Adoption of a resolution of intent to close street and setting of a public hearing.
2. Publication of the resolution for each of three successive weeks.
3. Notice to all adjoining property owners via registered or certified mail.
4. Posting of the resolution in at least two places along the subject street.
5. Adopt an Order – file with Register of Deeds (subject to appeal for 30 days) –
    a. Tracking the result of N.C. Gen. Stat. § 160A-299, the effect of such an order is to vest title in adjoining property owners to the center line of the closed street subject to any easements for utilities existing prior to the closing.

Submitter Recommendations/Motions: Approve the attached resolution declaring intent to permanently abandon and close a portion of the former location of secondary road 1516.

Attachments:
1. Resolution Declaring Intent to Abandon
2. NCGS 153A-241 Closing public roads or easements
3. SR 1516 - SR 1501 to SR 1507
4. NCDOT E-mail
5. Property Map 37483
6. Property Map 38843
7. Survey

PETITION TO PERMANENTLY ABANDON AND CLOSE A PORTION OF THE FORMER LOCATION OF SECONDARY ROAD 1516, BEAUFORT COUNTY, NORTH CAROLINA.

NOW COMES Amanda D. Sasnett, Attorney for Marie Peedin dba F and P Properties ("Petitioner") and states the following:

Petitioner intends to purchase those parcels of land identified as REID Nos. 37483 and 38843 and develop the property to allow for four residences. Title work for this property shows that Secondary Road 1516 (Cherry Road) previously ran between these two parcels.

In 1971, the North Carolina Department of Transportation ("NCDOT") opted to straighten out the curve of SR 1516 to its current location. NCDOT abandoned all activity/maintenance of the former location of that portion of SR 1516 that was no longer in use. A map provided by NCDOT is attached hereto showing the abandoned portion of SR 1516 shaded in grey. For additional context, a survey is attached of the property Petitioner intends to purchase showing the abandoned portion of SR 1516 as it relates to that property only.

According to landowners, the former location of SR 1516 has not been used by any of the adjoining property owners since it was abandoned in 1971. Further, all parties adjoining the former location of SR 1516 have alternate access to their properties via state-maintained roads.

For Petitioner to receive clear title to the land, the abandoned road must be closed by Beaufort County in accordance with Section 153A-241 of the North Carolina General Statutes.

NOW THEREFORE, Petitioner requests that the Board of Commissioners adopt a resolution declaring its intent to permanently close the abandoned portion of SR 1516, call for a public hearing on the matter, and notify all interested parties as required by Section 153A-241.

This the 20th day of December, 2022.

JONES & SASNETT, PA

Amanda D. Sasnett
Attorney for Petitioner
147 N. Market Street
Washington, NC 27889
(252) 975-5152

Exhibits:

1. Tax maps
2. Email w/ Jordan S. Evans NCDOT Representative
3. NCDOT map
4. Survey of property under contract

RESOLUTION DECLARING INTENT TO PERMANENTLY ABANDON AND CLOSE A PORTION OF THE FORMER LOCATION OF SECONDARY ROAD 1516, BEAUFORT COUNTY, NORTH CAROLINA.

WHEREAS, the Beaufort County Board of Commissioners intend to abandon the former location of SR 1516, and it appears that permanently closing this portion of former Secondary Road 1516, the subject area, is not contrary to the public interest and that no individual owning property in the vicinity of said portion of Right-of-Way would be deprived of reasonable access to his or her property; and

WHEREAS, Section 153A-241 of the North Carolina General Statutes prescribes the procedure to be following by a county in order to permanently close a street or alley; and

WHEREAS, the Beaufort County Commissioners have determined that it is advisable to consider permanently closing the former location of Secondary Road 1516 as shown on that NCDOT map attached to the Petition; and

WHEREAS, in order for a municipality to properly and lawfully permanently close a street, Section 153A-241 of the North Carolina General Statutes requires that a Board of Commissioners first adopt a resolution declaring its intent to permanently close the street (or portion thereof) in question and then call a public hearing on the question; said statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

NOW, THEREFORE, be it resolved, by the Board of Commissioners of Beaufort County, at its regularly scheduled session of January 9, 2023, that it intends to close the former location of SR 1516 and calls a public hearing on the question to be held at 7:00 pm on Monday, the 13th of February 2023, at 136 W 2nd Street, Washington, NC 27889.

The Clerk of the Board is hereby directed to publish a copy of this resolution in the Washington Daily News once a week for three successive weeks next preceding the date fixed here for such hearing; to transmit a copy of this resolution by registered or certified mail to each owner of property adjoining the above-described portion of former location of Secondary Road 1516; and to cause the prominent posting of this resolution in a minimum of two (2) locations along the portion of former location of Secondary Road 1516 that is proposed for closure, as required by N.C.G.S. 153A-241.

Upon Motion duly made by _____, and duly seconded by _____, the above resolution was duly adopted by the Board of Commissioners at the meeting held on the 9th day of January 2023.

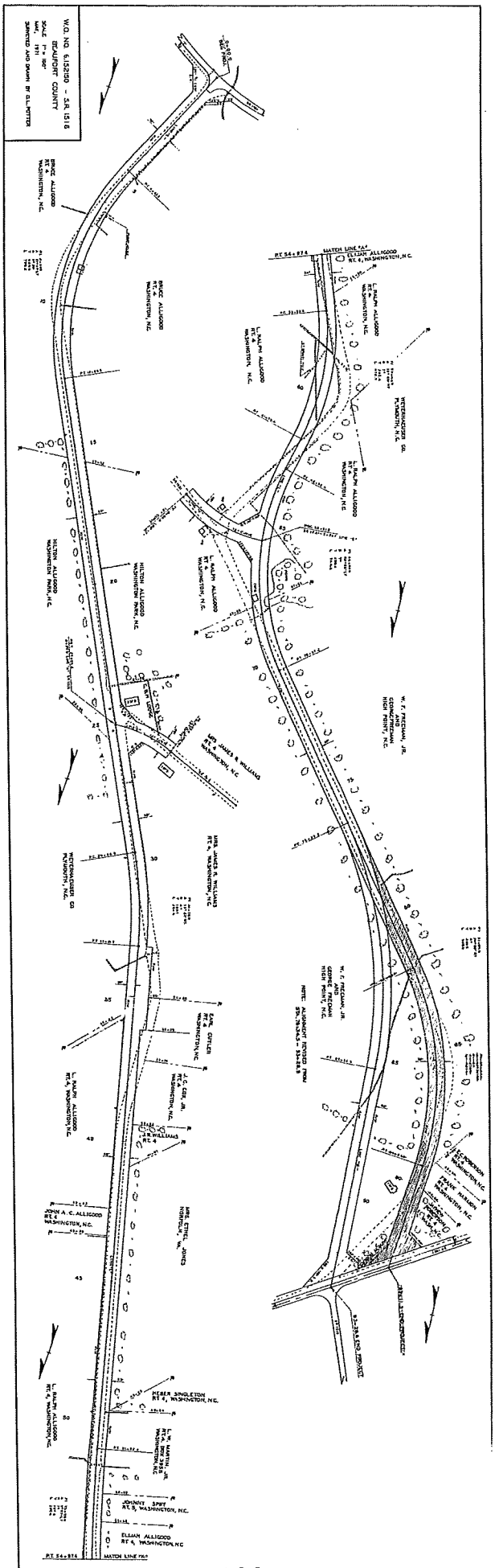
§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)


W.O. NO. 6.152201 - SR 1516
BEAUFORT COUNTY
SCALE: 1" = 100'
SURVEYED AND DRAWN BY G.L. POTTER
MATCH LINE "A"
RT. 54+87.4
ELIJAH ALLIGOOD
RT. 4, WASHINGTON, N.C.
BRUCE ALLIGOOD
RT. 4,
WASHINGTON, N.C.
L. RALPH ALLIGOOD
RT. 4,
WASHINGTON, N.C.
HILTON ALLIGOOD
WASHINGTON PARK, N.C.
MRS. JAMES R. WILLIAMS
RT. 4, WASHINGTON, N.C.
W. C. FREEMAN, JR.
AND
GEORGE FREEMAN
HIGH POINT, N.C.
WESTERHAVEN
PLYMOUTH, N.C.
H.C. GISE, JR.
RT. 4,
WASHINGTON, N.C.
JOHN A. C. ALLIGOOD
RT. 4,
WASHINGTON, N.C.
MRS. ETHEL
NORFOLK, VA.
JONES
HERB. SINGLETON
RT. 4, WASHINGTON, N.C.
J.C. MARTIN, JR.
RT. 4,
WASHINGTON, N.C.
JOHNNIE SPRY
RT. 5, WASHINGTON, N.C.
ELIJAH ALLIGOOD
RT. 4, WASHINGTON, N.C.
RT. 54+87.4
MATCH LINE "A"
HOTEL
RT. 4,
WASHINGTON, N.C.
STATE ROAD
WASHINGTON, N.C.
S.R. 1516 (OLD PRINCE)

Amanda Sasnett

Subject: FW: Beaufort | SR 1516 | Cherry Road Realignment
Attachments: 6.152150 Beaufort SR 1516 - SR 1501 to SR 1507.pdf; SR 1516 6.152077 1962 Straight Lin Diagram.pdf; SR 1516 6.152077 1962 07 27 Memo of ROW Agreements.pdf; SR 1516 6.152077 1962 06 08 M.F. Singleton ROW Agreement.pdf; SR 1516 6.152077 1962 06 06 ROW Agreement.pdf

From: **Evans, Jordan S** <jsevans@ncdot.gov>
Date: Thu, Dec 8, 2022 at 4:15 PM
Subject: Beaufort | SR 1516 | Cherry Road Realignment
To: Marie Peedin <mupeedin@ibxengineering.com>
Cc: Taylor, Robby L <rltaylor@ncdot.gov>, Pittman, Gene <sgpittman@ncdot.gov>, Cox, William B <wbcox2@ncdot.gov>

Marie,

I have attached some of the documentation I could find in the files on the realignment of SR 1516 (Cherry Rd).

It appears that prior to 1962, SR 1516 was a dirt road that is shown as a dashed line on the attached map with the project # 6.152150.

In 1962, we paved the road in the location of the shaded areas on that attached map. The project number for the shaded area is # 6.152077. I have also attached a straight-line diagram and some ROW agreements for that project.

Then, in 1971, we re-aligned the road and straightened out the curve to the present-day alignment. That was project # 6.152150. I have the ROW agreements for this as well.

I was unable to find any abandonment packages or information regarding the old dirt road nor the old, paved section of SR 1516. We are of the opinion that since we removed the old road when we did the realignment in 1971, that we have considered that portion of SR 1516 abandoned. We have not preformed any maintenance on that section of roadway, and it doesn't show up on any of our maintenance maps.

If you have any questions, please let us know.

Thanks,

Jordan S. Evans

Division 2 District 1 Permitting Office

Engineering Specialist I

North Carolina Department of Transportation

252 623 5305 Office

252 902 9830 Cell

jsevans@ncdot.gov

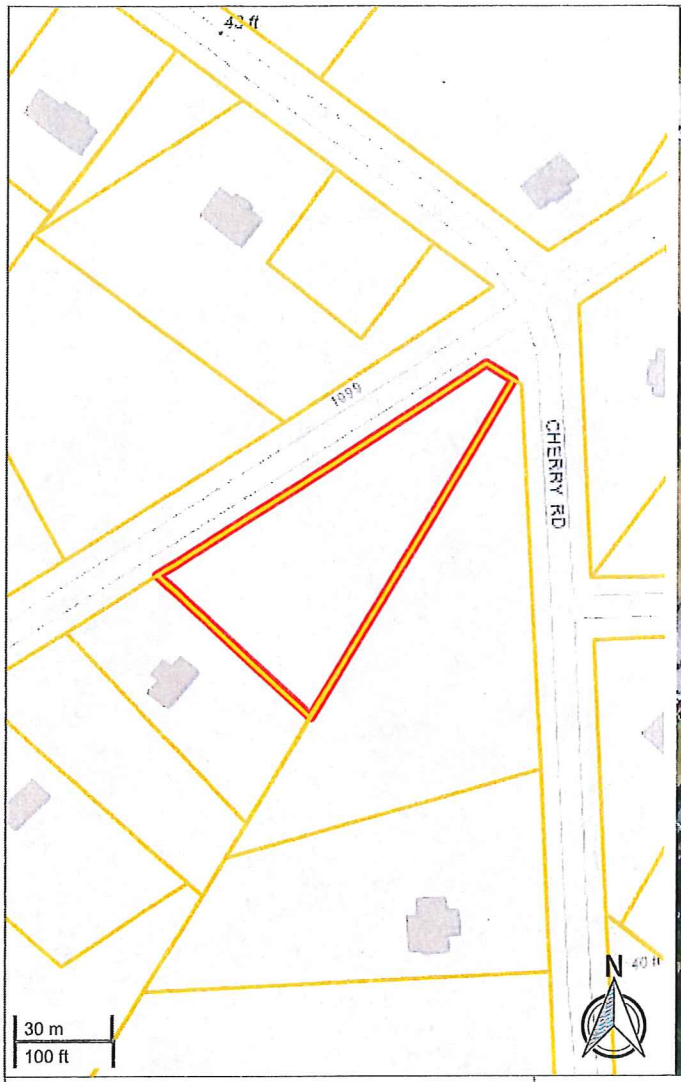
1701 West 5th Street

Washington, NC 27889

(252) 623-5300



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Beaufort County, NC

Disclaimer: Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with N.C. Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Beaufort County Land Records GIS and is maintained for the internal use of the County. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website.

Beaufort County Parcel Viewer
beaufortcountygis.com

Date Printed: 9/16/2022

GPIN:	5696-86-6324
REID1:	37483
NAME1:	ROBERSON JOSEPH T
NAME2:	ROBERSON LEAH
ADDR1:	10223 LOCKWOOD PINES LANE
ADDR2:	10223 LOCKWOOD PINES LANE
CITY:	TAMPA
STATE:	FL
ZIP:	33635
PROP_DESC:	1 LOT JAYHEW ROBERSON
LAND_VAL:	17760
BLDG_VAL:	3000
TOT_VAL:	20760
DEFR_VAL:	0
TAXABLE_VAL:	20760
PREV_ASSES:	20760
ACRES:	0.74
PROP_ADDR:	1860 SLATESTONE RD
TOWNSHIP:	05
MBL:	569600220
DATE:	1900-01-01
DB_PG:	0691/00277
STAMPS:	
SALE_PRICE:	0.00





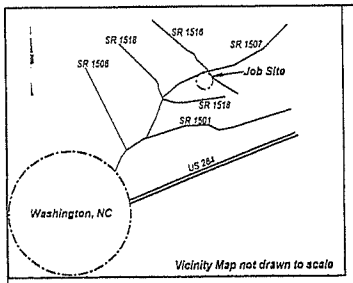
Beaufort County, NC

Disclaimer: Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with N.C. Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Beaufort County Land Records GIS and is maintained for the internal use of the County. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website.

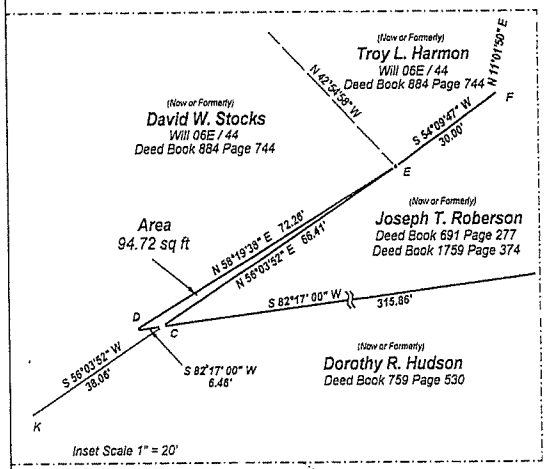
Beaufort County Parcel Viewer
beaufortcountygis.com

Date Printed: 9/16/2022

GPIN:	5696-86-7119
REID1:	38843
NAME1:	ROBERSON JOSEPH
NAME2:	ROBERSON LEAH
ADDR1:	10223 LOCKWOOD PINES LANE
ADDR2:	10223 LOCKWOOD PINES LANE
CITY:	TAMPA
STATE:	FL
ZIP:	33635
PROP_DESC:	1 LOT "B"(1.42 AC)LANG GRAIN AND SEED CO
LAND_VAL:	20704
BLDG_VAL:	0
TOT_VAL:	20704
DEFR_VAL:	0
TAXABLE_VAL:	20704
PREV_ASSES:	20705
ACRES:	1.25
PROP_ADDR:	SR 1516
TOWNSHIP:	05
MBL:	569600241
DATE:	2011-07-27
DB_PG:	1757/00680
STAMPS:	51.00
SALE_PRICE:	25500.00

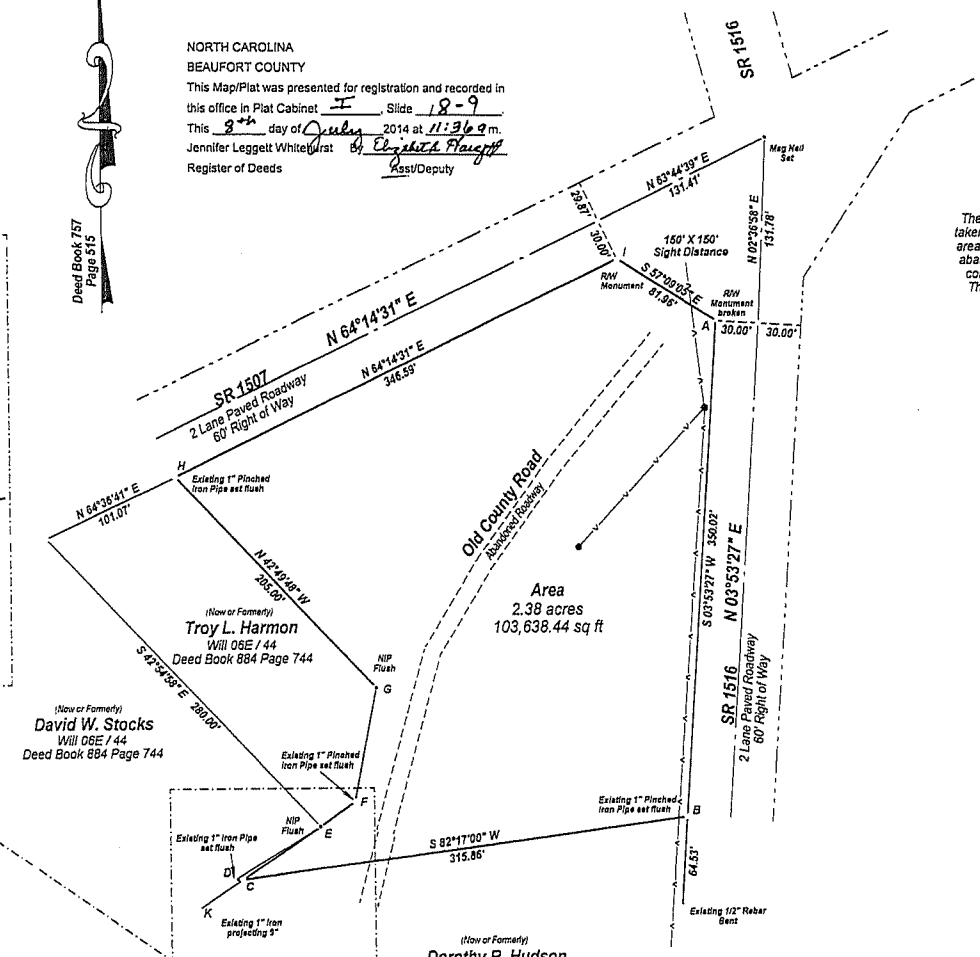


Vicinity Map



Deed Book 757 Page 515

NORTH CAROLINA
BEAUFORT COUNTY
This Map/Plat was presented for registration and recorded in this office in Plat Cabinet I, Slide 18-9.
This 8th day of July 2014 at 11:36 a m.
Jennifer Leggett Whitehurst By Elizabeth Flaggett
Register of Deeds Asst/Deputy



This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any R/W's, easements, zoning regulations and restrictive covenants of record not shown hereon.

Area computed by the Method of Coordinate Geometry

There are no NCGS monuments located within 2000' of this project site

Special Notes

Right of Way Information

The 60' Right of Way of SR 1707 and SR 1615 are taken from NC State Highway Project 6.152150. The area shown on this graphics as old county road was abandoned by NC Department of Transportation at completeion of Project 6.152150 in May of 1971. They maintain no claims of ownership to the old roadway.

Metes & Bounds of Total Tract

From	To	Bearing	Distance
A	B	S 03°53'27" W	350.02'
B	C	S 82°17'00" W	315.86'
C	D	S 82°17'00" W	6.46'
D	E	N 58°19'38" E	72.26'
E	F	N 54°09'47" E	30.00'
F	G	N 11°01'50" E	82.00'
G	H	N 42°49'48" W	205.00'
H	I	N 64°14'31" E	346.59'
I	A	S 57°09'05" E	81.95'

Legend

EIP = Existing Iron Pipe
NIP = New Iron Pipe
Ex. Mon. = Existing Concrete Monument
Mag Nail= Magnetic Survey Nail
NPS = No Point Set
= Power Pole
= Right of Way
= Centerline
= Lines Surveyed
= Lines Not Surveyed
= Power Line
= Curbing
= Water Boundary
R/W = Right of Way
PC = Point of Curvature
PT = Point of Tangency

All NIP's set are black iron pipe 1" In Diameter by 24" long
Linear Units are "US FOOT"
Angluar Units are "Degrees, Minutes & Seconds"

Parcel Status

I, Hugh A. Sorrell, a Professionall Land Surveyor, certify that.

a. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land
___ b. This survey is located in a portion of a county or muncipality that is unregulated as to an ordinance that regulates parcels of land.
✓ c. Any of the following:
✓ 1. This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.
___ 2. This survey is of an existing building or other structure, or natural feature such as a watercourse; or
___ 3. This survey is a control survey
___ d. This survey is of another category, such as the recombination of existing parcels, court-ordered survey, or other exception to the definition of subdivision
___ e. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's ability as to the provisions contained in (a) through (c) above.

Hugh A Sorrell, Professional Land Surveyor L-2849

NORTH CAROLINA PROFESSIONAL SEAL L-2849 LAND SURVEYOR HUGH A. SORRELL

Surveyor's Certificate

I, Hugh A Sorrell, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision. That the boundary lines surveyed were obtained from Deed Book 691 Page 277 Deed Book 1759 Page 374. The boundaries not surveyed are clearly indicated as drawn from other sources as described. That the ratio of precision is 1: 10,000+; That this plat is prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and seal, This 17 day of Feb, A.D. 2014

Hugh A. Sorrell, Professional Land Surveyor L-2849

Review Officer

State of North Carolina Beaufort County, NC

I, _____, Review Officer of Beaufort County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer Date

60 30 0 60 120 180 240

Map Revised February 17, 2014

A Survey for:

Joseph T. Roberson

Long Acre Township Beaufort County, NC
Scale 1" = 60' Surveyed February 13, 2014

Sorrell Land Surveying, Inc. C-3508
Hugh A. Sorrell, Professional Land Surveyor L-2849
416 College Ave. Washington, NC
Mapping HAS / SHS Phone 252-944-9798

File: 0214JTR01

193

PC-I 18-9

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: NC Resilient Coastal Communities Grant

Summary of Information: In July 2022, the NC Department of Environmental Quality awarded a $64,130 grant to the County from the NC Resilient Coastal Communities Program (RCCP). The grant is the 3rd phase of the continuing program.

The grant award and agreement with NC-DEQ, along with a grant project ordinance, were approved by the Board at its regular meeting on September 6, 2022.

This 3rd phase of the program will pay for the engineering/design of the low impact development demonstration site at BCCC and the related educational materials. This project was developed in the first two phases of the RCCP. This is a reimbursable grant program that is fully funded by NC-DEQ with no County funds required.

Attached is a contract with RK&K to complete the scope of work provided by the grant.

Submitter Recommendations/Motions: Approve the RCCP Phase 3 contract from RK&K for engineering/design of the low impact development demonstration site at BCCC and the related educational materials.

Attachments:
1. RK&K Engineering Contract

ARTICLE I – Base Scope of Services

Project Description

Beaufort County desires to engage an Engineer to provide professional services required to produce plans and contract documents for the construction of two (2) Stormwater Control Measures (SCMs) on the Beaufort County Community College campus located at 5337 John Small Avenue (US-264) in Washington, North Carolina. A map showing the project area is included as Attachment A. The project includes SCM selection services, simple location surveys, simple topographic surveys, SCM design, erosion control design, and assisting with development of educational materials. The Engineer will provide the engineering services required to design and prepare construction plans and specifications for work in accordance with the following scope of services:

Surveys

Simple survey services for this project will be provided primarily using Unmanned Aircraft Systems (UAS) Project limits are defined in Attachment A. Data collected will not be sealed by a surveyor licensed in the State of North Carolina.

Establish Horizontal and Vertical Control Network

Local monuments with known datum information will be required to maximize horizontal and Vertical Control accuracy. RK&K will attempt to achieve a vertical error of +/-0.1'. Accessible and accurate control monuments within a survey traverse up to 300' outside the project limits in Attachment A and based upon United States Geodetic Survey NAVD 88 datum will be needed to ensure this goal. Our crews may be able to achieve 0.1' vertical accuracy by establishing controls with a survey-grade GPS receiver. The GPS receiver is dependent on specific satellite orbit locations for accuracy and may not be accurate on the day of survey. If either of these methods are not possible, vertical control will be collected with up to a +/-0.3' tolerance. Horizontal Control shall be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. A report will be created to detail the control used or established to develop the topographic survey data.

Planimetric Location and Mapping

The Engineer shall collect planimetric features using a survey grade UAS data collection. Survey extents will be limited to 40,000 square feet of study area. The Engineer will perform a walk thru/classification of features to aid with labeling features, Planimetric information shall include, but is not limited to the following:

- Drives - location, type, and width
- Buildings - location, type, size, and front corners if within 100 feet of land disturbing activity
- Parking Lots - location and layout
- Landscape areas, woods lines, and all trees in landscaped areas greater than 6" dia, and all ornamental trees shall be located by species and size.
- Signs - location, type, and size

- Fences - location, type, and size
- Utilities*
    - Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits. Rim and invert data will be collected with GPS receiver or conventional methods.
    - Gravity sanitary sewer - location, size, type, top and invert elevations. Rim and invert data will be collected with GPS receiver or conventional methods.
    - Water - location, valves (including top of nut elevations where accessible), meters, hydrants, wells (as surveyed and/or identified by local County or Municipal records), and associated appurtenances.
    - Gas - location, valves, meters, vents and associated appurtenances.
    - Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults (to include subsurface footprint).
    - Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
    - Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
- Owner names, addresses, phone numbers and contact persons shall be provided for all utilities when available.

* Locations of non-gravity underground utilities will be based on 811 or County staff markings. RK&K will not mark or provide locates on underground utilities. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation shall be considered Additional Services (Article II).

Field Review Recommendations

The Engineer will coordinate with the College on selecting SCM sites on campus. The Engineer will visit the field to assess location and SCM feasibility. Factors that affect the feasibility include landcover type treated and future campus expansion. Recommended sites will be provided to the College for feedback. Chosen sites and contributing drainage systems will be surveyed by RK&K up to 100' from each proposed SCM site. Seasonal High Water Table boring locations will be recommended and taken during this stage of the project as well.

Concept Phase

During this phase, the Engineer will prepare 25% design plans for SCM sites. 25% design plans shall consist of a title sheet and a plan sheet for the two selected sites.

Design Phase

The Engineer shall develop 60% design plans and project special provisions in sufficient form and detail for constructability. All 60% designs for the Project shall conform to the appropriate NCDEQ guidance and/or the requirements of the County. 60% design plans shall consist of a title sheet, two (2) plan sheets, and two (2) details sheet for the two selected sites. SCM sizing calculations will be prepared as well.

Final Phase

The Engineer shall develop final plans and project special provisions in sufficient form and detail for the County to advertise for construction contracts. All final designs for the Project shall conform to the appropriate NCDEQ guidance and the requirements of the County.

The Engineer shall complete the final construction plans, incorporating and resolving all comments from the County and in such detail as to allow the County to advertise the proposed work for construction. The plans shall include a title sheet, grading plans, erosion control plans, erosion control notes and details and planting plans. The Engineer shall furnish one (1) hard copy set of 100% final construction plans and one (1) electronic set in PDF format to the County for approval.

Final design plans shall consist of a title sheet, two (2) plan sheets, and two (2) details sheet for the two selected sites. Updated SCM sizing calculations will be prepared as well.

After final plans are reviewed by County staff, the Engineer shall furnish to the County one (1) electronic set (in PDF format) of sealed documents which shall include references to NCDOT specifications, special provisions, quantities, and sealed project plans.

Educational Materials

The Engineer shall research available public informational materials and draft LID education content. The Engineer will participate in one (1) virtual meeting with stakeholders to discuss the educational information. Once stakeholder feedback is received, final information to be included in outreach materials will be provided by the Engineer. Educational information will include signage and brochures.

Meetings, Coordination, and Project Management

Meetings and Coordination

The Engineer shall make available, at reasonable times, responsible staff members to meet with County staff to review the content and progress of the Project.

The Engineer shall provide routine project management and administration activities, including monthly progress reports, project letters/correspondence, and subconsultant coordination through the anticipated three (3) month duration.

MicroStation/GEOPAK

The Engineer shall prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer shall furnish to the County the

final MicroStation/GEOPAK (Version 8i) design files, as represented by the final construction plans, excluding any extraneous working files.

Permitting Fees
The County will pay review fees associated with all permit applications and any mitigation fees required for the project.

Project Schedule
Plans shall reach a level of completeness necessary to apply for permits and approvals as required for construction by January 31, 2023. Due to the nature of the program, an extension is anticipated and will be requested as soon as the contract is approved by the County.

ARTICLE II - Additional Services

If requested in writing by the County and accepted by the Engineer, the Engineer shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the County at rates to be agreed upon by the County and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

ARTICLE III – Excluded Services

- Subsurface Utility Engineering (SUE) and location
- Property Surveys
- Stream/Wetland Delineations
- Stream/Wetland Permitting
- Coastal Area Management Act (CAMA) Permitting
- NCDEQ / NG01 Erosion Control Permitting and Approvals
- National Environmental Policy Act (NEPA) Services
- Private Utility Coordination
- Water/Sewer Relocation Design
- Easement Exhibits / Plats
- Bid Assistance (Pre-bid, Addenda, and Bid Opening)
- Construction Management, Observation, and Materials Testing
- As-Builts
- Public Meetings, County Council Meetings, Community Involvement
- Geotechnical Design
- Cost Estimates
- Survey data sealed by licensed survey in the State of North Carolina
- Construction Staking
- Grant Administration
- Bulk Production Educational Materials
- Distribution of Educational Materials

ARTICLE IV – Data and Materials to be Provided by the County

- Record drawings for the Beaufort County Community College campus
- Survey Control Data
- Front end documents including bond forms, bid forms, and minority business forms

ARTICLE V – Fee for Services

Project Fee
The following lump sum fee will be paid for the project: **$57,500**

Approval

In lieu of, or in advance of a formal Consultant Agreement between RK&K and Client, the following approval may be executed:

This proposal is approved by Client. The attached Standard Terms and Conditions to Proposal are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of the Client.

Approved by Client:

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

_____
Date

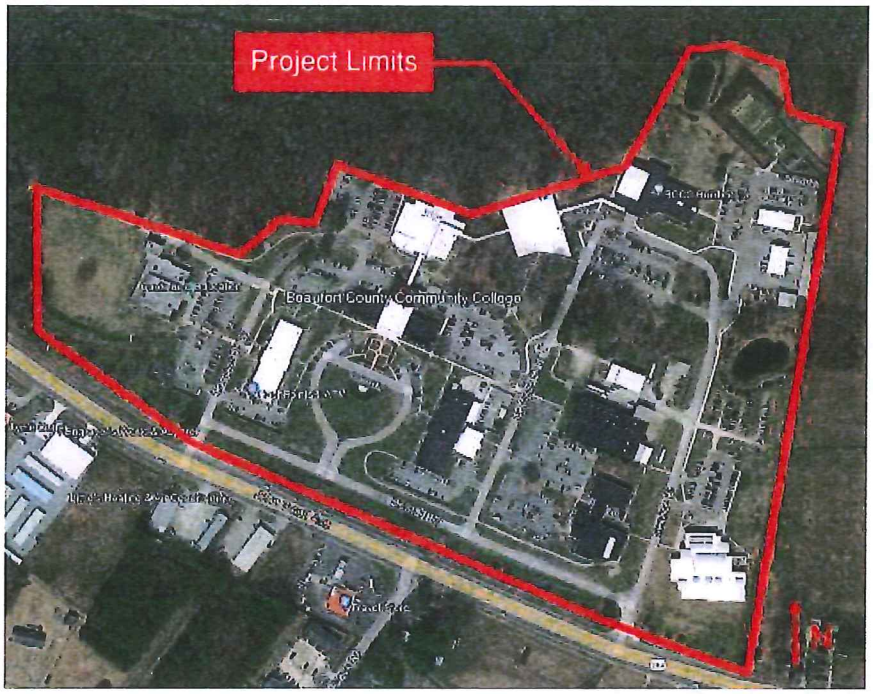
Approved by Client:

_____
Anita Radcliffe, Finance Officer
Beaufort County Board of Commissioners

_____
Date

Attachment A

Project Limits



Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Frankie Waters, Chairman

Agenda Title: County Police Force Committee

Summary of Information: The County Police Force Committee last met on November 16, 2021. No recommendations have been made to the Board of Commissioners by the Committee.

Submitter Recommendations/Motions: Discuss status of the County Police Force Committee.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Budget Process Request

Summary of Information: Commissioner Richardson would like the Board to consider the following during the budget process:

Motion applies to all departments on budget data:

1. A list with a very brief explanation of individual grants administered by the department with full time equivalent employees (FTE) applied to grant, when the grant expires, the amount of grant, and amount of grant money remaining.

2. A list by name of all persons housed in or by The Department whether on County property or not.

3. A list of outside agencies with which the Department cooperates, exchanges information with or provides services to.

4. A list of employees whose salary is paid wholly or in part by Beaufort County revenue.

5. A list of budget approved items or purchase orders that may not be filled this fiscal year. A list of budget approved items that are not intended to be filled this year and may be carried over into the 23/24 budget year.

6. A summary of the 22/23 school capital budget items to be completed during the 22/23 budget year. A list if 22/23 budget year capital items that will not be completed before July 1, 2023.

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Town of Bath Sewer Expansion

Summary of Information: Commissioner Richardson would like to hold a discussion regarding the Town of Bath sewer expansion.

Submitter Recommendations/Motions: Discussion

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Combating Drug Use In Beaufort County

Summary of Information: Commissioner Richardson would like to discuss combating illegal drug use in Beaufort County and how to proceed.

Submitter Recommendations/Motions: Discussion.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Vidant Emergency Room Report

Summary of Information: Commissioner Richardson would like an update on the Vidant Hospital Emergency Department.

Submitter Recommendations/Motions: Discussion.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Resolution Supporting Public Education's Re-Commitment to Become a True Benefit to the Productive Community That Serves This Constitutional Republic

Summary of Information: Commissioner Deatherage would like the Board to consider the following resolution:

Resolution Supporting Public Education's re-Commitment to Become a True Benefit to the Productive Community that Serves this Constitutional Republic

Whereas, the Education Industry, in some certain sectors of our national fabric of instructional academies of intellectual advancement, rely far too often on faddish tools of political indoctrination rather than guide the essential intellectual absorption of our citizenry's potentially inquisitive minds, so that they might one day be productive members of society; and

Whereas, the political indoctrination of students through stylish, pseudo educational regimens of minute substance, such as Critical Race Theory (CRT) and Diversity Equity Inclusion (DEI), has become the sophistic Left's primary tools to create human pawns of low intellect, thereby establishing the "fertile soil" of an intellectual compliance to remake this Constitutional Republic into one divided by ignorance, simply by shaping developing minds into functional fools; and

Whereas, the real intended purpose of America's funding of public education at all levels, where taxpayers are obligated by their governing representatives, is for our public to attain helpful, beneficial knowledge so that they might become a valuable resource and benefit to themselves, their families, and their communities by functioning as productive members of a working society; and

Whereas, the United States of America, a Constitutional Republic, with a long history, some terrible, but mostly one of exceptional grandeur, as if purposefully crafted by the hand of God so that we might remain His vessels for the greater good, to be his shepherds to serve a purposeful part in aiding all of His subjects that live upon this fragile temporal plane of His good earth.

Therefore, Let It Be Resolved, Beaufort County's Commissioners fully support the proposition that by our representation to our constituents, we are duty bound to advocate amongst our political peers to join our mission to demand that public education re-commit its total purpose to becoming a true benefit to the productive community that serves for the "sustainability" of this, our Constitutional Republic.

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

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Continue Discussion of the Biden/Harris Wide Open Southern Border and it's effects on Beaufort County

Summary of Information: Commissioner Deatherage would like to have a continued discussion of the Biden/Harris open southern border and its continuing effects on Beaufort County.

Submitter Recommendations/Motions: Discussion.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 1/9/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

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

Submitter Recommendations/Motions: N/A

Attachments: