Beaufort County Board of Commissioners
Monday, March 6, 2023 Agenda
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Pledge of Allegiance**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Items for Presentation**		
1.	Service Awards Presentation – Deloris Creasman, Human Resources	**4**	5:40 PM
2.	Cooperative Extension Update – Louise Hinsley, Extension Agent	**5**	5:45 PM
F)	**Public Comments**	**15**	5:50 PM
G)	**Legislative Updates for Elected Officials**	**16**	5:55 PM
H)	**Items for Consent**		6:00 PM
1.	Surplus, Social Services – Kelly Smith, DSS	**17**	
2.	Surplus, Health Department – JaNell Octigan, Health Director	**26**	
3.	Vehicle Surplus, Health Department – JaNell Octigan, Health Director	**27**	
4.	Document Imaging Conversion – JaNell Octigan, Health Director	**28**	
5.	Budget Amendment – JaNell Octigan, Health Director	**30**	
6.	Budget Amendment, Soil and Water – Ann Williams, Soil and Water	**32**	
7.	Joint CAMA Land Use Resolution – Jamie Heath, Mid-East Commission	**45**	
8.	Norfield Software Service Agreement – Christina Smith, Public Works	**47**	
9.	Inter-Departmental Reallocations – Anita Radcliffe, Finance Officer	**54**	
10.	Trillium Advisory Board Appointment – Brian Alligood, County Manager	**56**	
11.	USDA Lease Renewal – Brian Alligood, County Manager	**58**	
12.	Tax Office Refunds Over $100.00 – Lloyd Salter and Wyn Kinion, Tax Office	**63**	
13.	Approval of Board Minutes – Katie Mosher, Clerk to the Board	**69**	
I)	**Items for Decision – Planning Department**		
1.	Yard Waste Grinding and Removal Service Contract Award – West Overman, Public Works	**227**	6:05 PM
2.	AOC IT Upgrades – Christina Smith, Public Works Director	**257**	6:10 PM
J)	**Items for Presentation and Decision – Economic Development Director**		
1.	Economic Development Update – Brad Hufford, Economic Development Director	**259**	6:15 PM
2.	Lease Agreement – Brad Hufford, Economic Development Director	**260**	6:20 PM
K)	**Item for Presentation – Finance Department**		
1.	Finance Report – Anita Radcliffe, Finance Officer	**273**	6:25 PM
L)	**Items for Decision and Discussion – Manager's Office**		
1.	Postage Meter Lease – Brian Alligood, County Manager	**274**	6:30 PM
2.	Public Beach and Coastal Waterfront Access Grant for Wright's Creek Project Brian Alligood, County Manager	**281**	6:35 PM
3.	"Wave Two" Opioid Settlements – Brian Alligood, County Manager	**311**	6:40 PM
4.	Legislative Requests Discussion – Brian Alligood, County Manager	**326**	6:45 PM

M) Items for Discussion and Decision – Commissioner Hood Richardson

1.	Notice System for Register of Deeds – Commissioner Richardson	**327**	6:50 PM
2.	Position and Salary Review Policy – Commissioner Richardson	**328**	6:55 PM
Break			7:00 PM
3.	Storm Water Rules Update – Commissioner Richardson	**329**	7:15 PM
4.	Town of Bath Sewer Expansion – Commissioner Richardson	**330**	7:20 PM

N) Items for Discussion – Commissioner Stan Deatherage

1.	State Supported School Choice Program – Commissioner Deatherage	**331**	7:25 PM
2.	United States Undefended Sovereign Border – Commissioner Deatherage	**332**	7:30 PM

O) Commissioners Comments **333** 7:35 PM

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentations

Summary of Information: The following person is being presented service awards for their years of service to Beaufort County.

Milton Long	Sheriff's Office	5 Years
Amy Alligood	DSS	25 Years
Jennifer Hudson	Tax Administration	25 Years

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Presentation

Presenter: Louise Hinsley, Extension Agent

Agenda Title: Cooperative Extension Update

Summary of Information: An update will be given regarding the Cooperative Extension kitchen and the Family Consumer Science Programs that are being offered.

Submitter Recommendations/Motions: Presentation only.

Attachments:
1. Kitchen Presentation

NC COOPERATIVE EXTENSION

Welcome to Beaufort County Center!

Our updated facility is ideal for Demonstrations and Culinary Cooking Classes

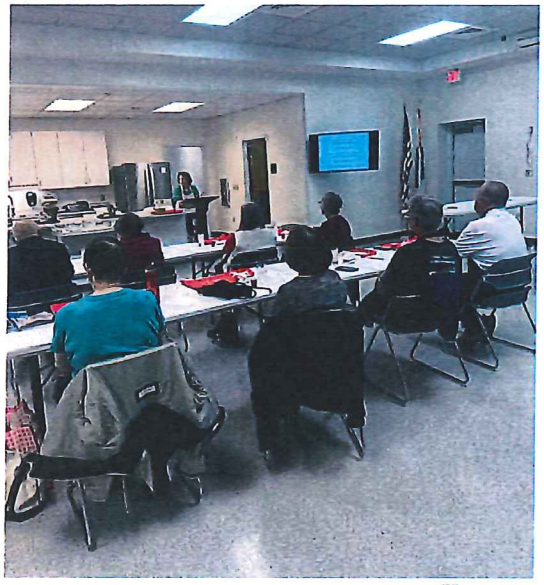
Louise Hinsley, Extension Agent, FCS

The Family Consumer Science Program offers
Research-based programming
to improve the health and well-being
of local residents.

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NC COOPERATIVE EXTENSION



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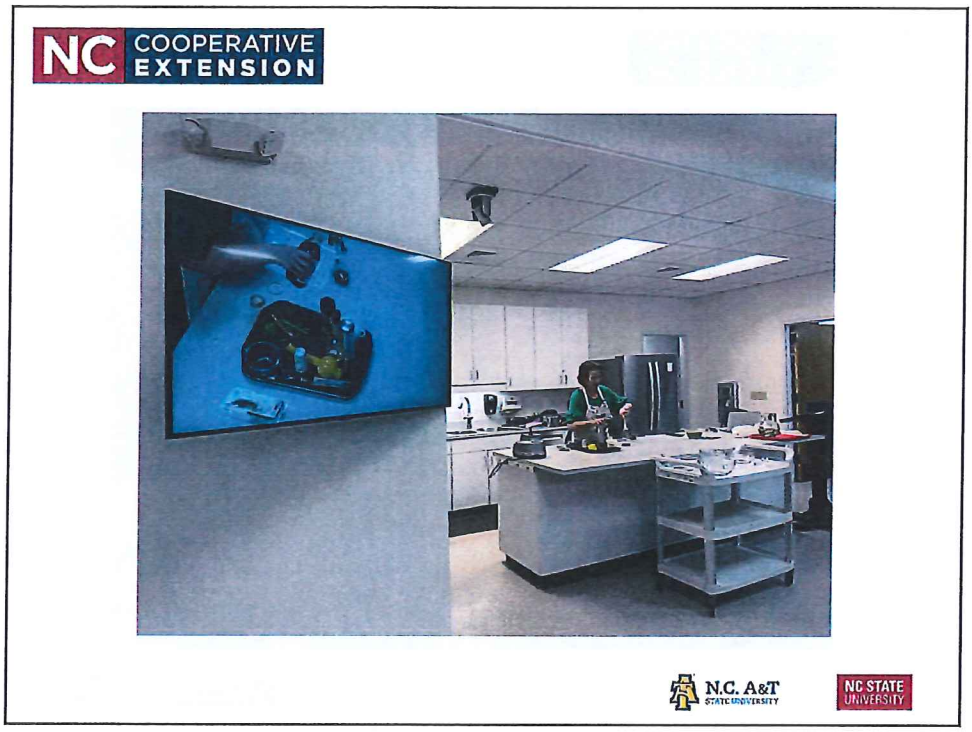
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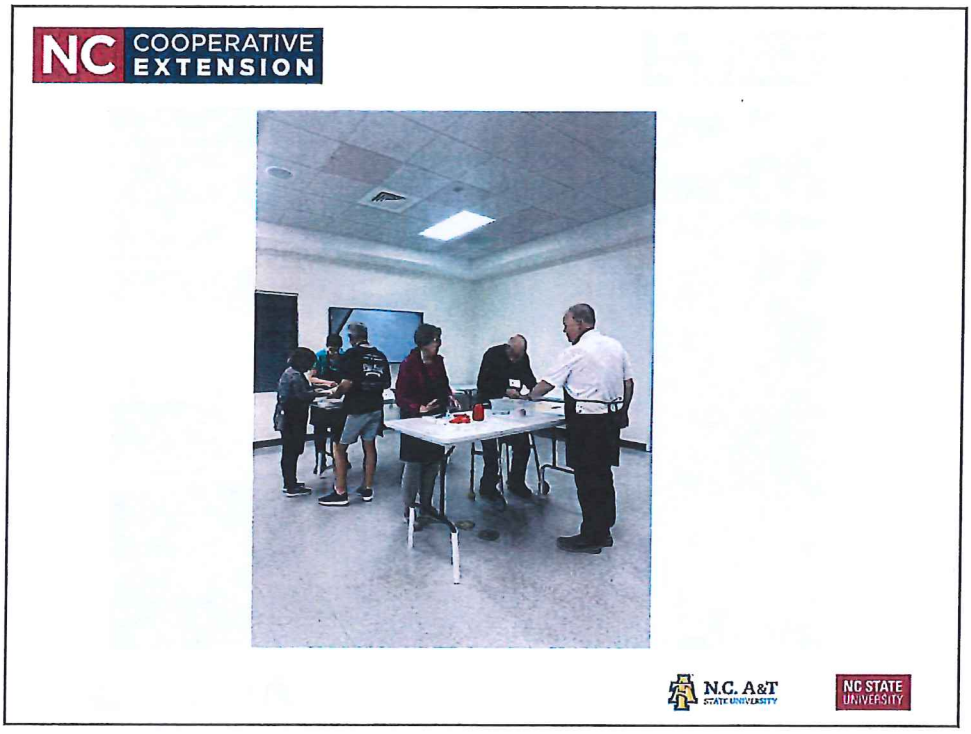
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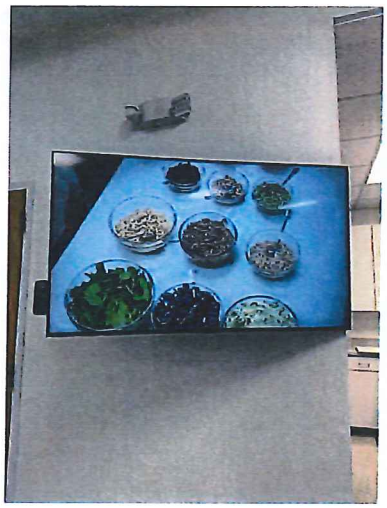
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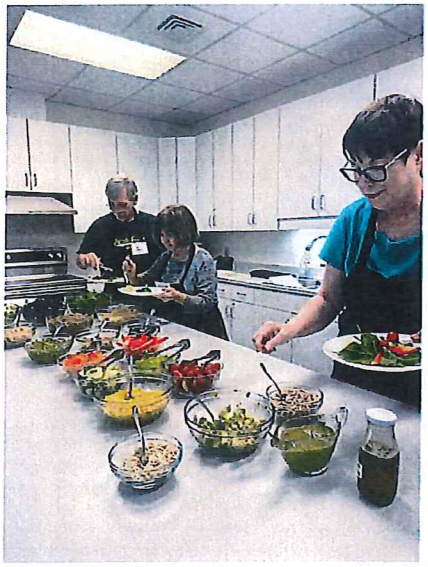
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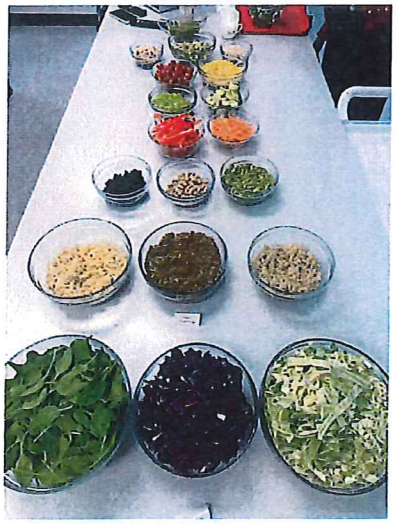
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16


NC COOPERATIVE EXTENSION
Thank you for making this a great place to work and learn!
Come see our facility and register for a Food and Nutrition Class series!
"Hands-on" culinary education to improve your health!
Louise Hinsley, Extension Agent, FCS
N.C. A&T STATE UNIVERSITY
NC STATE UNIVERSITY

17

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name	**Contact Information**

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Presentation

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: Surplus

Summary of Information: The Board of Social Services voted at its January 23, 2023, 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

Surplus January 2023				
Quantity	**ITEM**	**Description**	**Location**	**Notes**
1	TV stand	Black metal with wheels	154	
1	Table	Metal with wood top	154	
2	Lamps	Gold / white	154	Both work





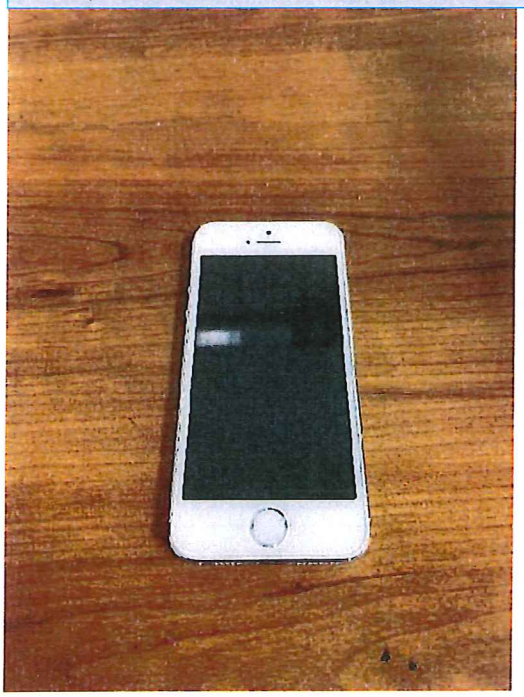


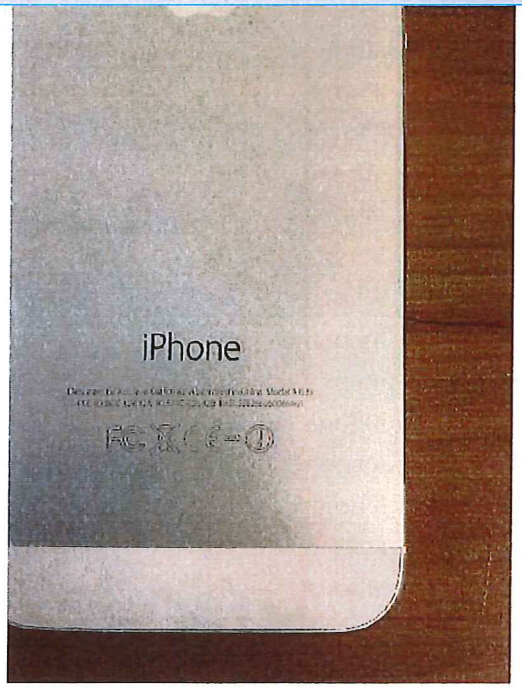
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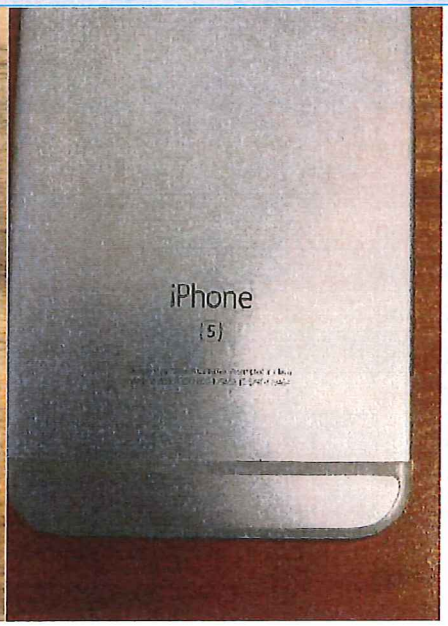




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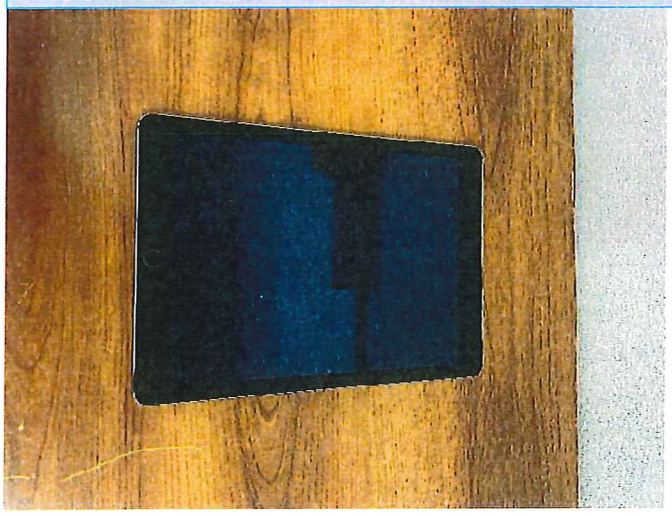


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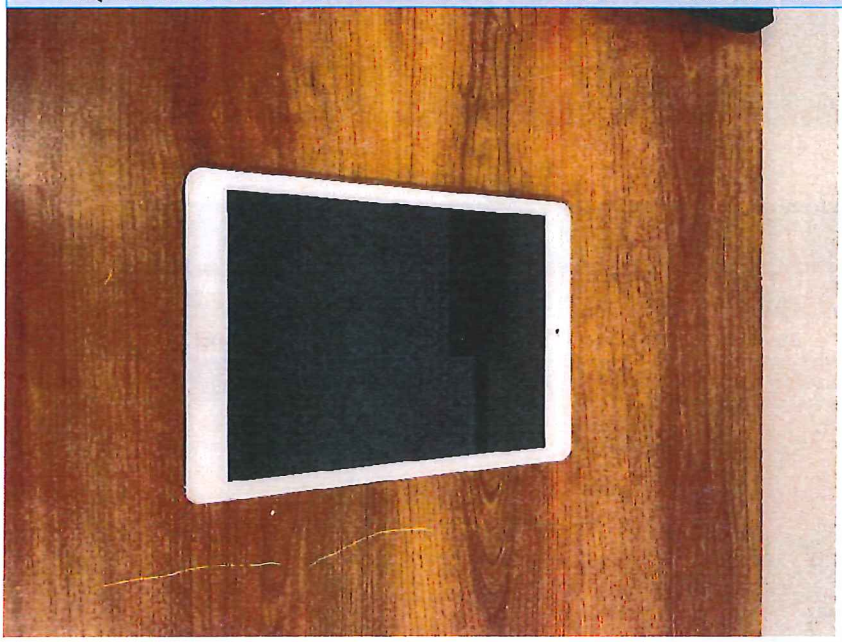
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Serial Number	Make	Model	Release Year	Reasoning
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DLXN6G6EFK15	iPad	Air	2013	Obsolete iOS and Discontinued



Serial Number	Make	Model	Release Year	Reasoning
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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

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:

Brother scanners work but are not compatible with Windows 11.
Printers do not work.
Surface tablet outdated due to age and does not hold charge.

1.	ADS-2000 Scanner	SN: U63287B4G216230
2.	ADS-2000 Scanner	SN: U63287C46220708
3.	ADS2000 Scanner	SN: U63287B4G214634
4.	ADS-2000 Scanner	SN: U63287A5G275213
5.	ADS-2000 Scanner	SN: U63287A5G275198
6.	ADS-2000 Scanner	SN: U63287A5G274955
7.	HP OfficeJet 200 Printer	SN: TH14R950MQ
8.	HP Laserjet P2050 Printer	SN: CNB9N95504
9.	Surface Tablet	SN: 17572634953

Submitter Recommendations/Motions: Staff recommend approving the surplus request.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Health Department Vehicle Surplus

Summary of Information: The health department is requesting to surplus a 2009 Toyota Prius.

VIN: JTDKB20U697872947

This vehicle currently has the following repair issues:

- Internal fault on the circuit board for the instrument cluster. Dash does not display odometer, speed, fuel gauge, and other dash indicators. Estimate to repair is $964.81. Cluster must be sent off for repair (local dealer cannot fix) with a 3 to 4 week turnaround period.
- Tire sensor. Estimate to repair is $260.

Although the vehicle has low mileage (74,533), the dealership has advised us that due to the age of the hybrid vehicle, parts will become more expensive, difficult to obtain, and some will become obsolete after 14 years of age.

In addition to the high cost of parts and labor, diagnostic testing has been expensive (we were charged $299.98 to diagnose the repair issues listed above).

Submitter Recommendations/Motions: Staff recommend approval of the surplus request.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Health Department FY23 Document Imaging Conversion

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

- Medical Records Document Imaging $53,187
    - Medical records created prior to 2013 are in paper format and stored in the attic. It is difficult for staff to retrieve records for medical record releases or other necessary duties. We are requesting to have them converted to a searchable, digital format.
    - Board approved half of the project December 5, 2022, with vendor CST Data (two vendor quotes provided at that time). We are requesting approval to complete the project with regional ARPA public health funding.

No County funds are being requested for this project. Regional ARPA Public Health funds will be used.

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

Attachments:

REQUISITION

00000826-00 FY 2023

BILL TO

1436 Highland Drive
Health Department

Washington , NC 27889

VENDOR

CST DATA
504 N ILLINOIS ST

KIRKLAND, IN 46050

SHIP TO

1436 Highland Drive
Health Department

Washington, NC 27889

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/01/23	031800			HEALTH-GENERAL

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Document Imaging Coversion of Medical Records	1.00	EACH	53187.00000	53,187.00

Ship To
1436 Highland Drive
Health Department

Washington, NC 27889

REQ TOTAL 53,187.00

** END OF REPORT - Generated by Hollie I. Jones **

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health

Agenda Title: Budget Amendment, Health Dept

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

- $7,300 WIC Hyde County Subcontract
- $147,759 Regional Public Health ARPA Funds

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

Attachments:
1. March 2023 Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 03/06/23**

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460100	WIC Hyde Subcontract	$7,300	
105167-538000	WIC Computer Support	$882	
105167-532500	WIC Postage	$1,195	
105167-526000	WIC Office Supplies	$1,000	
105167-523100	WIC Educational Supplies	$300	
105167-540000	WIC Equipment	$4,000	
105167-523900	WIC Medical Supplies	$623	
100600-461000	Regional ARPA Funds	$147,759	
105110-539800	Regional ARPA Workforce	$147,759	

Department Justification: WIC Subcontract for services February 2023 – May 2023. WIC subcontracting previously approved December 2020; Regional Public Health ARPA Workforce Funding

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	A. Jarrell Ottaway	2/23/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Ann Williams, Soil and Water Conservation

Agenda Title: Adopt Budget Amendment ($2,055)

Summary of Information: Contract Number 21-035-4005 was awarded to the Beaufort Soil and Water Conservation District (District), from the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation (Division), for FY 2021 through FY 2023 Matching Funds, Cost Share Technical Assistance Funds, and Stewardship Monitoring Funds for closed swine buyout sites. The total award for FY 2021 was $28,777.

Amendment Number 01-2022 was awarded to the District for additional Matching Funds and Cost Share Technical Assistance Funds. The total award for FY 2022 was $30,233.

Amendment Number 02-2023 has been awarded to the District for additional Matching Funds, Cost Share Technical Assistance Funds, and Stewardship Monitoring Funds for closed swine buyout sites. The total award is $59,800 for FY 2023 and FY 2024. Additionally, this amendment extends the life of the contract from June 30, 2023 to June 30, 2024. Amendment details include:

FY 2023	Matching Funds	$ 3,600
FY 2023	Cost Share Technical Assistance	$25,925
FY 2023	Stewardship Monitoring for Swine Buyout Sites	$ 750
Total FY 2023		$30,275
FY 2024	Matching Funds	$ 3,600
FY 2024	Cost Share Technical Assistance	$25,925
Total FY 2024		$29,525

With the addition of Amendment Number 02-2023, Contract Number 21-035-4005 now totals $118,810. There are District match requirements for the Matching Funds and Cost Share Technical Assistance Funds. Those requirements are satisfied through various line items within the District's annual continuation budgets. There are no match requirements for the Stewardship Monitoring Funds.

Amendment Number 02-2023 was presented for review and approval to the District's Board of Supervisors during their February 27, 2023 meeting. It was approved as presented.

The District's estimated revenue for FY 2022/2023 is $31,055. Revenue funds currently budgeted total $29,000. A budget amendment, in the amount of $2,055, is needed. The projected revenue funds for FY 2023/2024, associated with Amendment No. 02-2023, will be addressed during the FY 2023/2024 budgeting process.

Submitter Recommendations/Motions: Attached is a Budget Amendment Request in the amount of $2,055. The Beaufort Soil and Water Conservation District's Board of Supervisors recommend to the Beaufort County Board of Commissioners that the Budget Amendment Request be adopted as presented.

Attachments:

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

February 1, 2023

Ms. Ann Williams
Beaufort Soil & Water Conservation District
Agricultural Center, 155C Airport Road
Washington, NC 27889-9684

CONTRACT NUMBER: 21-035-4005
AMENDMENT NUMBER: 02-2023

Dear Ms. Williams:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I offer to amend your existing agreement for district matching and cost share technical assistance funds for the Beaufort Soil and Water Conservation District operations. The amendment is necessary to add district matching and technical assistance funds for fiscal years 2022-23 and 2023-24. Your project end date is also extended through June 30, 2024.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, it is acceptable to have everyone sign the contract electronically and return as shown below:

Electronic Signed Contract:
Helen Wiklund
Administrative Secretary
Helen.Wiklund@ncagr.gov

One fully executed; original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Helen Wiklund at (919) 707-3773, or Helen.Wiklund@ncagr.gov.

I would like to take this opportunity to thank you for all you do to support conservation of our valuable natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: Heather Bruce, Grants Manager

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

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

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort Soil and Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 21-035-4005 **AMENDMENT #:** 02-2023

Check one Box	DOCUMENT TITLE *ALL SIGNATURES MUST BE IN BLUE INK*	DEPARTMENT USE - DOCUMENTS ATTACHED	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contract Amendment "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Amendment Cover	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment A** - Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment B** - Contract Scope of Work and Payment Provisions	☐ Yes ☐ No	☐ Yes ☐ No

NCDA&CS –
Check Off List – Amendment
Rev 07/14;8/16;1/17;10/17;5/22

Departmental Use Only

ORIGINAL CONTRACT and Amendment 1:
CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: $7,200.00
CENTER: 2710
ACCOUNT 536502
AMOUNT $51,360.00
CENTER: 2715
ACCOUNT 536502
AMOUNT $450.00
AMENDMENT 02: MAX ALLOCATION
CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: $7,200.00
CENTER: 2710
ACCOUNT 536502
AMOUNT $51,850.00
CENTER: 2715
ACCOUNT 536502
AMOUNT $750.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

DSWC-District Matching and Technical Assistance Agreement - Governmental

Amendment Number: 02-2023
Contract Number: 21-035-4005

This document amends the Contract bearing the effective date of July 1, 2020, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Beaufort** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6001521**. The Congressional District Number is **3rd**. The District's UEI number is **N/A – State Funds.**

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below. The revision is necessary to extend the agreement by one (1) year and to add funding for the 2022-23 and 2023-24 fiscal years.

I. **Section II. Effective Period:**
- The termination date of **June 30, 2023** is changed to **June 30, 2024.** The time extension is being offered to synchronize the contract effective period with the triennial reallocation for Technical Assistance Funds for each district.

II. **Section III: Grantee's Duties:**
- The previous Attachment B Contract Scope of Work and Payment Provisions Scope of Work and Payment Provisions is hereby deleted and replaced with the attached updated Attachment B: Scope of Work and Payment Provisions. The revision is necessary to add funding and budget expenditures for the 2022-23 and 2023-24 fiscal years.

  The Grantee's amended matching requirement is described below and further detailed in the Scope of work attached.:

  Activity 1: District Matching funds:
  - $3,600.00 for each fiscal year 2021-2024.
  - Life of Contract Total of $14,400.00.

Activity 2: Cost Share Technical Assistance:

- Prior Years of Contract: $51,360.00
- Future Years of Contract: $25,925.00 per year
- Life of Contract Max Match amount: $103,210.00

TOTAL LIFE OF CONTRACT MAX MATCH AMOUNT: $117,610.00

III. **Section IV. DSWC Duties:**

- The previous Section IV is hereby deleted and replaced with the following:
  The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The DSWC will provide annual funding amounts under this amendment for District Matching Funds and Cost Share Technical Assistance Funds. Funds are provided by State Allocations that are provided yearly. The funds, and all payments are subject to the availability of these funds and allocation by the Soil and Water Conservation Commission for Cost Share Technical Assistance Funds.

  The following amounts will be paid to the DSWC over each of the next two (2) FY:

  - Activity 1: District Matching Funds: $3,600.00
  - Activity 2: Cost Share Technical Assistance: $25,925.00

  At the end of the contract, the maximum award amount shall not exceed $118,810.00. This amendment will provide a max funding increase of $59,800.00.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)
2. Updated Scope of Work and Payment Provisions with Line-Item Budgets for future FY 2022-23 and 2023-24.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

This Amendment is continued on the next page.

Signature Warranty:

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

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

Grantee: **Beaufort Soil and Water Conservation District**

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

ATTACHMENT B

Scope of Work and Payment Provisions

The Beaufort Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:

    a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**

    b. Upload to the Agency's SharePoint site:

        i. The approved minutes of all district board meetings held during the period of the Contract.
        ii. Term of office documentation for each board supervisor for their current term
            1. Oath of Office
            2. Employment Certification Form for District Supervisors (Form 201)
        iii. Supervisor Disclosure Form (NC-CSPs-SD) – Due annually for each board supervisor by February 28

2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0108. To be eligible to receive technical assistance cost share, the Grantee shall:

    a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include the name of each employee who does technical work to support Commission Cost Share Programs and an upload of those employees' Job Approval Authority.

    b. Implement cost share program activities in the District, pursuant to Commission rules and policies.

    c. Submit a Quarterly Cost Share Technical Assistance Request for Payment on the Division's Formsite Page at least annually and no more frequently than quarterly documenting actual expenditures and match expenditures by the Grantee in support of technical assistance for Commission cost share programs.

    d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn for each employee performing work on Commission cost share program contracts.

e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Conservation Easement Stewardship. The Division shall issue the District an Easement Monitoring Work Authorization for the sites to be monitored. District shall monitor the property easement(s) in the Work Authorization to ensure compliance with the Terms and Conditions of the Conservation Easement for each property. The deadline to complete all monitoring is June 2, 2022. The District will conduct pre-field, field and post-field activities that include:

a. Landowner communication and correspondence;
b. Review of the original CREP/Swine Buyout application;
c. Review other annual monitoring reports and reference documents on the internet - based enterprise application management system (IBEAM);
d. Load PDF Map into smart phone;
e. Travel;
f. Use tracking feature to record the entire location visited.
g. Walk the property perimeter and other roads as deemed necessary to:
   1. Determine the presence of violations;
   2. Visit areas of special concern (i.e. locations of former swine production facilities, hunt stands, ATV trails, etc.); and
   3. Place/replace signs marking the conservation easement boundary.
      a. Ensure that each marking sign is placed parallel to the conservation boundary line, facing away from the conservation area.
      b. Two signs will be placed on each conservation boundary corner if the change in direction at the corner is more than 30 degrees.
      c. Install a sign at each corner on both sides of any crossing.
      d. Ensure that each sign is visible from the last sign at contract completion. Signs shall be placed no more than 200 feet apart (adjacent open fields) or no more than 100 feet apart (in forest area) if not within the line of sight of neighboring signs.
      e. If neighboring property is a subdivision, one marker with sign shall be placed at each corner of the adjoining property.
      f. The aluminum nails (provided) used to attach the signs (provided) to the trees are to be nailed one-half way into tree;
h. Within five (5) business days of completing the monitoring activity complete and submit the on-line IBEAM Stewardship monitoring forms, including all known information for the property contact in the Properties tab; and,
i. Should the District find that the Property is not in compliance with the terms of the Conservation Easement, it shall provide written notification to the DEPARTMENT using the template provided by the DEPARTMENT.
j. For each site monitored, record and submit in text box 31 of the IBEAM form the number of hours spent by the District in the monitoring activity

k. Submit invoices for payment for monitoring activities to the Department Program Manager at no more than a quarterly frequency. The invoice shall identify and request payment for the percentage of assigned properties monitored. A progress report must accompany the invoice.

The entire (100%) of the easement boundary shall be walked during each monitoring visit unless the entirety of the easement boundary can be observed without obstruction.

The District shall register to use the IBEAM system and provide updated property ownership changes and submit monitoring forms (including photos and screen capture of tracking). If no photos were taken, then a statement in the comments section shall state such.

To the extent the District is aware, where timber operations occurred on parcels/properties adjacent to the conservation easements, site monitoring is to occur after the completion of the timbering operation.

In the event a monitoring site visit highlights the need for additional stewardship work (management, enforcement, etc.), the District will contact the DEPARTMENT Program Manager to determine if additional tasks are warranted beyond those specifically outlined in this activity description. The associated costs, if any, may be accommodated either through the contract as direct costs or through a contract amendment.

The monitoring fee for assigned sites is shown on the Work Authorization. Said fee shall be due and payable upon receipt of a proper invoice identifying the percentage of assigned properties monitored and including a progress report.

CONTRACT BUDGET
The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2020-21	$3,600.00	$3,600.00
2021-22	$3,600.00	$3,600.00
2022-23	$3,600.00	$3,600.00
2023-24	$3,600.00	$3,600.00

Activity 2: Cost Share Technical Assistance

Budget Category	Salary/ Benefits	Mileage	Equipment	Travel	Other	Total (Max Award)
2020-21 Award	Not categorized for this FY					**$24,727.00**
2020-21 Match	Not categorized for this FY					**$24,727.00**
2021-22 Award	Not categorized for this FY					**$26,633.00**
2021-22 Match	Not categorized for this FY					**$26,633.00**
2022-23 Award	$25,925.00					**$25,925.00***
2022-23 Match	$25,925.00					**$25,925.00***
2023-24 Award	$25,925.00					**$25,925.00***
2023-24 Match	$25,925.00					**$25,925.00***

* Actual expenditures can deviate from the annual budget by up to 10% without requiring a budget adjustment. Deviations exceeding 10% must be approved in advance by the Accounting Technician or Manager for the Agriculture Cost Share Program.

Activity 3: Conservation Easement Stewardship Monitoring

Deliverable		Maximum Amount Awarded		District Match Requirement
		CREP sites	Swine Buyout Sites	
Stewardship Monitoring Report	2021 and 2022 Award		$450.00	$0.00
	2023 and 2024 Award		$750.00	$0.00

Beaufort County
Finance

Budget Amendment Request

Department: Soil & Water **Date of Request: 3/6/23**

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-449600	Soil & Water Grant	2,055	
10-0991-499100	Appropriated Fund Balance		2,055

Department Justification: To recognize additional Technical Assistance Grant funds for FY 22/23.

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

County Position No. _____

State Position No. _____

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

14/15

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Jamie Heath, Mid-East Commission

Agenda Title: Joint CAMA Land Use Resolution

Summary of Information: During the February 6, 2023, Board of Commissioners meeting the Board approved the amendment to the Beaufort County Joint CAMA Land Use Plan with Chocowinity. It was recommended that a resolution be included. Please find attached the resolution entitled *"Resolution of the Board of Commissioners of Beaufort County, North Carolina, Authorizing an Amendment to the Beaufort County Joint CAMA Land Use Plan"* for your review and approval.

Submitter Recommendations/Motions: Staff recommend approving the resolution as presented.

Attachments:
1. CAMA Land Use Resolution

RESOLUTION OF THE BOARD OF COMMISSIONERS OF BEAUFORT COUNTY, NORTH CAROLINA, AUTHORIZING AN AMENDMENT TO THE BEAUFORT COUNTY JOINT CAMA LAND USE PLAN

WHEREAS, the Town of Chocowinity desires to amend its portion of the Beaufort County Joint CAMA Land Use Plan and Beaufort County desires to approve this amendment.

WHEREAS, the Town of Chocowinity desires this amendment to come into compliance with NCGS 160(D) and Beaufort County desires to approve this amendment.

WHEREAS, the Town of Chocowinity desires to amend the CAMA Land Use Plan to include existing and future land use maps for the town's jurisdiction, as well as to update demographic and economic data, and update town specific goals, objectives and policies and Beaufort County desires to approve this amendment.

WHEREAS, on November 14, 2022 the Chocowinity Planning Board recommended adoption of the draft amendment to the CAMA Land Use Plan; and

WHEREAS, the Town of Chocowinity conducted a duly advertised public hearing on the draft amendment to the CAMA Land Use Plan at the Regular Meeting of the Board of Commissioners on January 03, 2023 and approved to adopt the draft amendment; and

WHEREAS, at the Regular Meeting on February 06, 2023 the Board of Commissioners of Beaufort County, North Carolina found the draft amendment to be consistent with Beaufort County's desired vision for the future and approved to adopt the draft amendment; and

WHEREAS, the locally adopted amendment will be submitted as required by State law to the District Planner for the Division of Coastal Management under the North Carolina Department of Environmental Quality and forwarded to the Division Director; and

WHEREAS, a review of the locally adopted amendment by the Coastal Resources Commission will be scheduled; and the CRC will then decide on certification of the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County, North Carolina, that the following sections in the CAMA Land Use Plan be amended as follows:

- Part II – Analysis of Existing and Emerging Conditions; Section H – Participating Towns - Current Situation; Section 3 – Chocowinity
    - Updated demographic and economic data for Chocowinity
    - Updated existing land use analysis for Chocowinity
    - Added existing land use maps for Chocowinity jurisdiction only (3 maps including insets)
- Part III – The Future Land Use Plan – Goals, Future Land Use Plan Map and Growth and Development Policies; Section B – Future Land Use and Development Policies; Section 6 – Local Concerns (Towns); Chocowinity
    - Updated goals, objectives and policies for Chocowinity
- Part III – The Future Land Use Plan – Goals, Future Land Use Plan Map and Growth and Development Policies; Section C – Future Land Use Plan Map; Chocowinity Town and Community Center Future Land Use
    - Added future land use category definitions for Chocowinity
    - Added future land use map for Chocowinity jurisdiction only

BE IT FURTHER RESOLVED that the Board of Commissioners of Beaufort County, North Carolina, has adopted the draft amendment; and

BE IT FURTHER RESOLVED that the County Manager of Beaufort County is hereby authorized to submit the adopted CAMA Land Use Plan amendment to the State for certification as described above.

Adopted this 6th day of February 2023.

Attest:

_____

Frankie Waters, Chairman

_____

Brian Alligood, County manager

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Norfield Software Service Agreement

Summary of Information: In order to protect our assets, Beaufort County Water participates with North Carolina 811, which is a non-profit organization funded by its member utilities. NC811 takes locate information from anyone engaged in excavation activities and transmits it to the member utility owners who provide service in the requested excavation area. Member utilities have three full working days to mark the locate area requested for their underground utilities or notify the excavator of no conflict in that area.

NC811 has updated its computer software and the selected vendor is Norfield Development Partners, LLC. The initial agreement with Norfield is for a three-year term, with an annual fee of $1,323. The cost for this service was included in the FY2023 budget and no additional funds are required. However, due to the three-year initial term, Board of Commissioners approval is required.

Submitter Recommendations/Motions: Approve entering into a software service agreement with Norfield Development Partners, LLC in conjunction with the NC811 program.

Attachments:
1. Norfield Service Agreement

NORFIELD

SOFTWARE AS A SERVICES AGREEMENT

This **Software As a Service Agreement** (the "Agreement") is made as of January 9, 2023 ("Effective Date") between Beaufort County Water District with principal offices at 132 W 2nd St, Washington, NC 27889 ("Customer") and Norfield Development Partners, LLC, a Delaware corporation, with its principal office at 181 Main Street Norwalk, CT ("Norfield").

And

The Customer wishes to obtain access to the SaaS Services AND Services from the Company, which the Company agrees to provide as per the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING THE CUSTOMER ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), THE CUSTOMER AGREES TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN THE CUSTOMER AND NORFIELD AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO THE CUSTOMER HEREUNDER. IF THE UNDERSIGNED IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE UNDERSIGNED REPRESENTS THAT THE CUSTOMER HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY THE CUSTOMER TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, THE CUSTOMER MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND THE CUSTOMER MAY NOT USE THE SERVICES.

SECTION 1. DEFINITIONS.

1.1 "Affiliates" means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder.

1.2 "Agreement" means the Software As A Services Agreement, any applicable Product Addendum, and the Order Form.

1.3 "Devices" means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through the Services are used and/or on which the Software is installed.

1.4 "Documentation" means the official user documentation prepared and provided by NORFIELD to the Customer on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers, or related media; or feedback do not constitute Documentation.

1.5 "Order Form" means the NORFIELD order page, product information dashboard, or other NORFIELD ordering document that specifies the Customer purchase of the Services, pricing, and other related information.

NORFIELD

3.2 The Customer Obligations. The Customer acknowledges, agrees, and warrants that: (i) The Customer will be responsible for the Users' activity and compliance with this Agreement, and if the Customer become aware of any violation, the Customer will immediately terminate the offending User's access to the Services, Software, and Documentation and notify NORFIELD; (ii) the Customer will comply with all applicable local, state, federal, and international laws; (iii) the Customer will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) the Customer will install only the Software which is licensed hereunder; (v) the Customer have obtained sufficient consent and rights to access, use and store the Customer Data and any other system or network and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) the Customer will keep the Customer registration information, billing information, and technical data accurate, complete, and current for as long as the Customer subscribe to the Services, Software and Documentation.

SECTION 4. PROPRIETARY RIGHTS.

4.1 Ownership of NORFIELD Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by NORFIELD to the Customer, the Customer acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to NORFIELD or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives the Customer no rights to such content, including use of the same. NORFIELD and its Affiliates are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by the Customer or the Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by NORFIELD.

4.2 Ownership of The Customer Data. The Customer and the Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to the Customer Data. NORFIELD's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to the Customer Data are implied.

SECTION 5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and end thirty-six (36) months after the Effective Date (the "Initial Term"). Thereafter, the Term will automatically renew for additional successive twelve (12) month terms (each "Renewal Term" and collectively the "Initial Term", the "Term"). Either Party may forego automatic renewal of this agreement by giving the other Party at least ninety (90) days written notice of termination prior to the expiration of the then-current Term.

7.2 Tax: Customer shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon NORFIELD's income. In the event that NORFIELD pays any such taxes on behalf of Customer, NORFIELD shall invoice Customer for such taxes and Customer agrees to pay such taxes in accordance with this Agreement.

7.3 Interest: Failure by Customer to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Customer liable to pay NORFIELD interest at the rate of 1.5% per month on the remaining amount due, or at the highest amount permitted by applicable law such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.

SECTION 8. TAXES.

All fees are exclusive of taxes, and the Customer shall pay or reimburse NORFIELD for all taxes arising out of transactions contemplated by this Agreement. If the Customer is required to withhold any tax for payments due, the Customer shall gross the Customer payments to NORFIELD so that NORFIELD receives sums due in full, free of any deductions. The Customer will provide documentation to NORFIELD showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on NORFIELD's income), export and import fees, customs duties and similar charges imposed by any government or other authority. The Customer hereby confirms that NORFIELD can rely on the name and address that the Customer provide to NORFIELD when the Customer agree to the fees or in connection with the Customer payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where the Customer has established the Customer business.

SECTION 9. DATA; DATA PROTECTION.

9.1 Data. NORFIELD agrees that the Customer Data, if categorized in accordance with Section 9, shall be treated as confidential by NORFIELD. The Customer agree that the Customer and Users are responsible for maintaining and protecting backups of the Customer Data directly or indirectly processed using the Services and that NORFIELD is not responsible for exportation of, the failure to store, the loss, or the corruption of the Customer Data. The Customer agrees that NORFIELD and its Affiliates will collect, access, process, and use technical and related information about the Customer and the Users' use of the Services and Software, including the Customer internet protocol address, the hardware and software that the Customer utilizes, and various usage statistics, to assist with the necessary operation and function of the Services and Software and to facilitate in the provision of updates, support, invoicing, marketing, and research and development. NORFIELD may remove the Customer Data or any other data, information, or content of data or files used, stored, processed or otherwise by The Customer or the Users that NORFIELD, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

9.2 Data Protection. Each party shall comply with its respective obligations under applicable data protection laws. The Customer and Users warrant that through Customer's use of the Services during the Term: (i) in respect of the personal data the Customer or the Users collect, use, process, access, or disclose, the Customer alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; and (ii) the Customer warrants that it has obtained all necessary

HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY NORFIELD OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY

VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSE.

SECTION 11. CONDFIDENTIAL INFORMATION.

As used in this Agreement, "Confidential Information" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. NORFIELD Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party. The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party without such restrictions prior to receipt from the disclosing party; (v) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

SECTION 12. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS IS AVAILABLE" BASIS. NORFIELD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO THE CUSTOMER UNDER

THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO THE CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO NORFIELD UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

SECTION 15. THIRD PARTY PROGRAMS.

The Customer may receive access to third party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to the Customer's use of the third-party programs. Nothing in this Agreement limits the Customer or the Users' rights under or grants the Customer or the User rights that supersede, the terms of any such third-party program.

SECTION 16. GENERAL.

16.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail to Norfield Development Partners, LLC, 181 Main Street Floor 2 Suite #2, Norwalk, CT 06851.

16.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other NORFIELD terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by The Customer, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

16.3 Export Control Laws. The Services, Software, and Documentation delivered to the Customer under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. The Customer shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. The Customer agree that the Customer are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that the Customer will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

16.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by the Customer except in a writing signed by authorized representatives of each party.

16.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision shall be deemed replaced by a provision that is binding and enforceable and that differs as little as possible from the unenforceable provision, with considerations of the object and purpose of this Agreement.

16.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver.

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NORFIELD

Schedule A

Price

NORFIELD

QUOTE

Norfield

PO BOX 630
Clarence, NY 14031

DATE December 14, 2022
CUSTOMER ID Beaufort County Water District
EXPIRATION DATE January 15, 2023
QUOTE # 1

Customer Info
Beaufort County Water District
Erin Jennings
132 W 2nd Street
Washington, NC 27889

SALESPERSON	PRODUCT	PAYMENT TERMS OPTIONS	DUE DATE
Jennifer Rodriguez	Norfield Locator LOGIX	Opt 1- Quarterly Fee Opt 2- Annual Fee	1/15/23

Select One	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Locator LOGIX Quarterly Fee (SaaS) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with 4,001 to 7,000 tickets annually	$ 380.00	$ 380.00
✓	Annual Fee (SaaS) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with 4,001 to 7,000 tickets annually	$ 1,323.00	$ 1,323.00
Set-up and Config	Setup and Configuration: The Setup and configuration costs provide for the standard setup and configuration of the Locator LOGIX product. -One Call Center Configuration -Company Set-up and Configuration -Member Code Set-up -Ticket email destination configuration This does not include additional product customizations, APIs, or custom reports.		$ 100.00

Terms and Conditions:
1. Prices quoted are in USD and exclude applicable tax
2. Any changes to agreed upon scope may require a new quote or additional fees
3. This is a quotation on the services named are subject to the conditions and requirements above.
4. Annual ticket transmissions totals will be assessed annually to determine if pricing tier is still accurate
5. If preferred billing option is not selected, this quote will default to an annual fee charge.
6. Unless explicitly agreed prior to commencement of work, payment will be due upon completion of the work or services provided.

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Antia Radcliffe, Finance Officer

Agenda Title: Inter-Departmental Reallocations

Summary of Information: The attached inter-departmental transfers were approved by the Budget Officer and Finance Officer in February 2023. The County budget did not increase.

Submitter Recommendations/Motions: Notification only.

Attachments:

BEAUFORT COUNTY
PUBLIC HEALTH
NORTH CAROLINA

1436 HIGHLAND DRIVE
WASHINGTON NC 27889

Beaufort County Public Health Department

TELEPHONE: 252.946.1902
FAX: 252.946.8430

EMAIL: BCHealth@bchd.net
www.bchd.net

To: Anita C. Radcliffe, Chief Financial Officer
From: Sara Graham, Business Officer
Date: 2/17/23
Subject: Reporting of Inter-Departmental Reallocations

Request to transfer between the following departments. These reallocations are necessary to ensure budgetary compliance.

Immunizations	$(42,289)
HIV/STD	$(9,600)
TB	$5,797
Preparedness	$(10,000)
BCCCP	$4,173
Health Promotions	$6,531
Behavioral Health	$565
Maternal Health	$(26,947)
Family Planning	$(13,575)
Healthy Living	$68,730
WIC	$(2,000)
PCM	$77
CC4C	$1,617
Environmental Health	$18,921
HIV Education	$(2,000)
Total	$0

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Trillium Central Regional Advisory Board Member Appointment

Summary of Information: Jim Madson, former Health Director for Beaufort County, held a seat on the Trillium Central Regional Advisory Board. Upon Mr. Madson's retirement the seat became vacant. It is recommended that JaNell Octigan, Health Director, be appointed by the Board of Commissioners to fill the vacancy.

Submitter Recommendations/Motions: Appoint JaNell Octigan, Health Director, to the Trillium Central Regional Advisory Board to fill the seat previously held by Jim Madson, former Health Director.

Attachments:
1. Central Regional Advisory Board Members

Trillium HEALTH RESOURCES

Transforming Lives. Building Community Well-Being.

Central Regional Advisory Board Members

NAME	POSITION ON BOARD
Jerry Langley	Commissioner – Beaufort County (Chair)
A. Ruthie Sheets	Attorney; Health Care Litigation - Craven County
Rob Ross	Commissioner – Dare County
Walter L. "Wally" Overman	Commissioner – Dare County
Earl Pugh Jr.	Commissioner – Hyde County
Luana Gibbs	Health Department Director – Hyde County
Dan Cone	Commissioner – Nash County
Amy Pridgen-Hamlett	DSS Director – Nash County
Patricia "Pat" Prescott	Commissioner – Pamlico County
James "Jim" Baluss	Retired; Vidant – Pamlico County
Deborah Herring	Retired Nursing Director – Pitt County (Vice-Chair)
Nina Griswell	Commissioner – Tyrrell County
David L. Clegg *APPOINTED TO GOVERNING BOARD*	Tyrrell County Manager/County Attorney - Tyrrell County
Tracey A. Johnson	Commissioner – Washington County
Miranda Keel	Health Education Supervisor – Washington County
Sheila Smith *APPOINTED TO GOVERNING BOARD*	Consumer & Family Advisory Committee – CFAC (Chair)

Revised January 2023

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: USDA Lease Renewal

Summary of Information: The County currently leases space in the Agricultural Building on Airport Road to the USDA for offices. The current lease expires on July 31, 2023. Attached is a proposed lease renewal from USDA. The lease amount has increased by 2% to $5,046.43 per month and the term is August 1, 2023 to July 31, 2026.

Submitter Recommendations/Motions: Approve the attached 3-year lease with the USDA for office space in the amount of $5,046.43 per month and authorize the County Manager to execute the lease extension agreement.

Attachments:
1. USDA Lease Renewal

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT **No. 5** TO LEASE NO. **Beaufort Hyde County USDA Service Center**
ADDRESS OF PREMISES **USDA Service Center** **155-B Airport Road** **Washington, NC 27889**	PDN Number: **N/A**

THIS AMENDMENT is made and entered into between **County of Beaufort**

whose address is: **121 West Third Street, Washington, NC 27889**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **August 1, 2023** through **July 31, 2026.**

2. **Effective August 1, 2023,** the Government will pay the Lessor annual rent of **$60,557.16** payable at the rate of **$5,046.43** per month (representing **$13.22*** per square foot for **4,581** rentable square feet of office space) in arrears. (*Rates may be rounded.)

3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.

4. Pursuant to the Lease Agreement, the Government reserves the right to terminate the lease or reduce the amount of space at any time by giving at least **120** days written notice to the Lessor.

5. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

FAR 52-204-25

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Assessor's Office Refunds Over $100

Summary of Information: The Tax Assessor and the Tax Collector are requesting the Board approve the attached refunds over $100.

Submitter Recommendations/Motions: Staff recommending approval of pending refunds over $100.

Attachments:
1. Assessor's Office NCVTS Pending Refunds Over $100

North Carolina Vehicle Tax System

February 1-23, 2023

NCVTS Pending Refund Report

Payee Name	Secondary Owner	Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
KOHLIN, RONALD ALFRED	KOHLIN, ANITA LOUISE	KCZ1786	Refund Generated due to proration on Bill #0069773704-2022-2022-0000-00	Tag Surrender	02/10/2023	G01	Tax	($216.95)	$0.00	($216.95)
						F60	Tax	($14.92)	$0.00	($14.92)
						E12	Tax	($17.35)	$0.00	($17.35)
									Refund	$249.22
REESE, RONNIE EUGENE	REESE, BETTY ALEXANDER	JEA9776	Refund Generated due to proration on Bill #0063420833-2022-2022-0000-00	Vehicle Sold	02/02/2023	G01	Tax	($139.62)	$0.00	($139.62)
						F60	Tax	($9.61)	$0.00	($9.61)
						E12	Tax	($11.17)	$0.00	($11.17)
									Refund	$160.40
									Refund Total	$409.62

North Carolina Vehicle Tax System

REMAINDER OF JANUARY 2023

NCVTS PENDING REFUND REPORT

		Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CHERRY, WILLIAM WAYNE	CHERRY, WILLIAM WAYNE	KDV9416	Refund Generated due to proration on Bill #0070106413-2022-2022-0000-00	Vehicle Sold	01/30/2023	G01	Tax	($263.06)	$0.00	($263.06)
						F63	Tax	($17.26)	$0.00	($17.26)
						E02	Tax	($21.05)	$0.00	($21.05)
									Refund	$301.37
									Refund Total	$301.37

North Carolina Vehicle Tax System

Remainder of November 2022

NCVTS PENDING REFUND REPORT

		Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
COOPERS PAINTING INC		EV9345	Refund Generated due to proration on Bill #0030342561-2021-2021-0000-00	Vehicle Sold	11/22/2022	G01	Tax	($50.86)	($3.69)	($54.55)
						C05	Tax	($48.01)	($3.48)	($51.49)
									Refund	$106.04
HART, CHARLES MILTON		AJH6159	Refund Generated due to adjustment on Bill #0069280100-2022-2022-0000	Situs error	11/21/2022	G01	Tax	$0.00	$0.00	$0.00
						C01	Tax	($130.62)	$0.00	($130.62)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
						F63	Tax	$9.23	$0.00	$9.23
						E05	Tax	$7.88	$0.00	$7.88
									Refund	$118.51
JORDAN, JULIA MAE		PKP1955	Refund Generated due to proration on Bill #0057684159-2022-2022-0000-00	Reg . Out of state	11/22/2022	G01	Tax	($136.94)	$0.00	($136.94)
						F63	Tax	($8.98)	$0.00	($8.98)
						E02	Tax	($10.96)	$0.00	($10.96)
									Refund	$156.88
									Refund Total	$381.43

Date run: 2/24/2023 3:43:56 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 ($)
914993	GENERAYCULLIPHER	528 BETSY ELBOW ROADWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0000008374-2022-2022-0000-00 of $100.00	WKINION	1/27/2023 3:21:41 PM	100.00
915437	WILLIAMCTARPENNING	649 CREDLE DRIVEBATH27808	Overpayment on Payment of OTHER on Bill # 0000040727-2022-2022-0000-00 of $889.64	C9BEATB	2/1/2023 10:16:34 AM	889.64
915782	CHARLESCDANIELS	115 ORE COURTWASHINGTON27889	Overpayment on Payment of SYSTEM on Bill # 0000032789-2022-2022-0000-00 of $188.06	WKINION	2/3/2023 4:10:29 PM	188.06
916031	WILLIAMKEITHMANNING	9759 HWY 99 NPANTEGO27860	Overpayment on Payment of CHECK on Bill # 0000041431-2022-2022-0000-00 of $532.93	WKINION	2/6/2023 4:20:16 PM	532.93
916493	JOHNMARVINBOYD	PO BOX 691WASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000013267-2017-2017-0000-00 of $252.37	DPCDSO	2/10/2023 8:48:04 AM	252.37
916824	BOBBYNELSONSILVERTHORNE	536 MILL RDWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0009526307-2022-2022-0000-00 of $800.88	WKINION	2/13/2023 4:15:32 PM	800.88
916854	KIMBERLYBERENDAGODLEY	210 JACKIE LNWASHINGTON NC 27889	Overpayment on Payment of CHECK on Bill # 0009494457-2013-2013-0000-00 of $138.06	WKINION	2/14/2023 9:46:29 AM	138.06
916905	ROSEMARIELILLEYSMITH	801 SAWMILL LANDING RDBATH27808	Overpayment on Payment of OTHER on Bill # 0009000288-2022-2022-0000-00 of $132.55	WKINION	2/14/2023 1:41:05 PM	132.55
917486	CHRISTOPHERBPRESSER	6284 NC 43 HWY SGREENVILLE27858	Overpayment on Payment of OTHER on Bill # 0000012231-2022-2022-0000-00 of $326.34	WKINION	2/21/2023 12:51:22 PM	326.34

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Change Date	Refund Amount ($)
918161	SPRING CREEK PROPERTIES	1130 FLEMING RDCOATS27521	Overpayment on Payment of SYSTEM on Bill # 0000025534-2022-2022-0000-00 of $409.66	WKINION	2/27/2023 3:30:00 PM	409.66

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

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 February 6, 2023, 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, February 6, 2023, 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 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.

Commissioner Booth led the Pledge of Allegiance.

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

Conflict of Interest Statement

Chairman Waters asked if any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

Chairman Waters asked for a motion to approve the agenda.

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

Service Award Presentation

Ms. Deloris Creasman said we have one employee with Beaufort County tonight, he could not be here, Mr. Alan Cox who now has 5 years in with the Emergency Medical Services Department.

Chairman Waters said thank you, express our appreciation.

Ms. Creasman said yes sir.

Trillium Annual Report

Mr. Dave Peterson, Senior regional Director of Trillium Health Resources said as you know I come out every year, this is my ninth year out here. He said first off, I'd like to thank Commissioner Langley who's been chairing our regional advisory board and just recently got nominated by the regional advisory board up to our governing board and so I do really appreciate you volunteering for that gave the following presentation:

TRILLIUM HEALTH RESOURCES ANNUAL REPORT BEAUFORT COUNTY

DAVE PETERSON, MA
SENIOR REGIONAL DIRECTOR

Transforming Lives
Trillium HEALTH RESOURCES

TRILLIUM UPDATE

Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

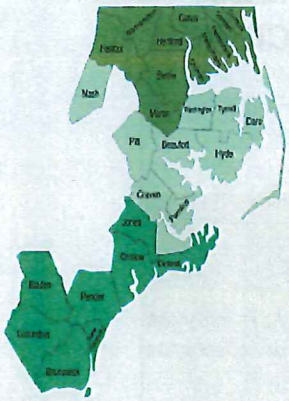
- Who We Are
- Medicaid Transformation Changes
- Organizational changes
- County Data

Who We Are - Numbers

- 28 Counties, adding Halifax and Bladen counties
- Total population is 1,534,885
- Served 45,988 individuals with severe behavioral healt needs
  - 70% with MH needs
  - 20% with SUD
  - 10% with IDD
- Approximately 550 Behavioral Health and I/DD Providers
- $520,839,592 spent on services last year
- Smallest County Tyrrell 3,254- Largest County-New Hanover 229,018
- Cover over 13,000 square miles

Three Regions

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	252,211	4,235	11
Central	494,312	4,717	9
Southern	797,088	5,063	8



Medicaid Transformation- Standard Plans

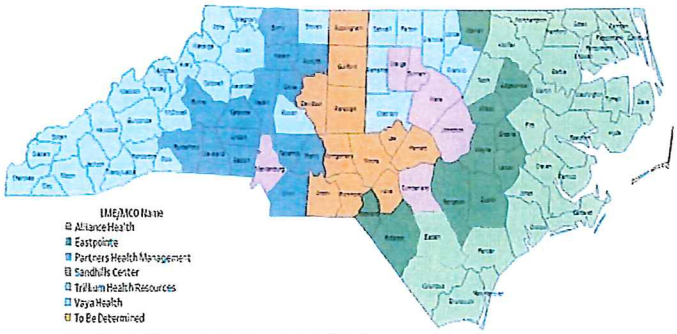
- Standard Plan- 5 companies were awarded
  - Amerihealth Caritas NC Inc.
  - Blue Cross Blue Shield of NC
  - UnitedHealthcare of NC Inc.
  - WellCare of NC Inc.
  - Carolina Complete Health - covers regions 3, 4 and 5
  - These Plans are managing the mild to moderate Medicaid behavioral health recipients

  They started on July 1st 2021
  - Trillium has partnered with Carolina Complete Health to assist in managing the physical health

Medicaid Transformation Tailored Plan:

- 6 LME/MCO's will be fully operational Tailored Plans serving the Severe Mental Health, Substance Use, and I/DD population
- Original date to go live with the Tailored Plan was moved from July 1st, 2022 to December 1st 2022.
- The state then pushed the date back to April 1, 2023
- Soft launch of Care Management began December 1st, 2022

Behavioral Health I/DD Tailored Plan Regions



Medicaid Transformation Tailored Plan Continued

- Dec. 1st 2022- Began the Care Management Services for individuals with Severe Behavioral Health, Substance Use and I/DD population including their physical health
- We are contracting with a Pharmacy Benefits Manager to oversee contract with approximately 2000 pharmacies
- We are also contracting with all Primary care agencies that serve individuals on Medicaid

Organizational Changes

- System of Care Staff moved over to Care Management
- We hired Community Liaison Coordinators
- Care Management includes Population Health
- Contract with Carolina Complete Health (CCH) to contract with all of our hospitals and physical health agencies including Local Health Departments
- Q&A https://www.trilliumhealthresources.org/sites/default/files/docs/Medicaid-Transformation-Provider/CCH-Trillium-QA.pdf

Organizational changes continued:

Call Centers

- Pharmacy
- Provider
- Nurse
- Member & Recipient Service Line (main call center)
- Behavioral Health Crisis Line

Care Management

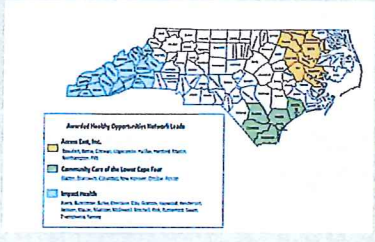
- Whole Person Care
- Specialty CM Teams
  - ED Disposition Team
  - DJJ Care Management Team
  - Rapid Access Care Coordination

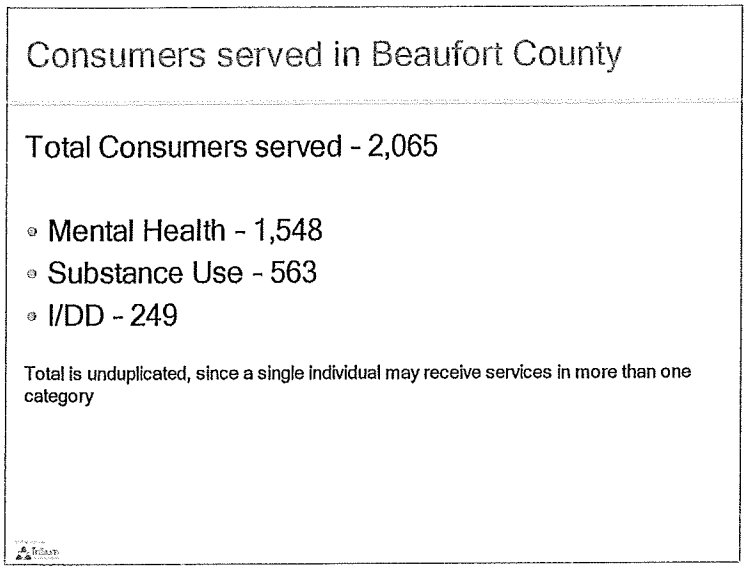
Project Updates

- Opioid Settlement Projects
  Naloxone kits
- Mobile Clinics
- Tribal Engagement
- Co-Responder Pilots
- CFAC adding a representative with TBI
- Healing Place in New Hanover

Healthy Opportunities Pilot

- Part of Medicaid transformation designed to address non medical contributors to health (SDoH)
- Trillium Pilot Counties and Lead Agencies:
  - Community Care of the Lower Cape Fear - Bladen, Columbus Brunswick, New Hanover, Pender, Onslow
  - Access East: Halifax, Northampton, Hertford, Bertie, Martin, Pitt, Beaufort
- Pilot Service Categories: Housing, Food, Interpersonal Violence & Toxic Stress, Transportation, Cross Domain Supports (medical respite, case management, health related legal issues)
- Who receives this service:
  - People who have one significant physical/behavioral health condition + one qualifying social risk factor
  - Trillium members eligible at start of TP





Commissioner Deatherage said what counties are the tribes located in, I'm just very curious. He said besides Blade.

Mr. Peterson said Bladen and Columbus but also Halifax and Warren have some and then the eastern band of Cherokee Indians are in the western part of the state, but they cover about three counties out there too.

Commissioner Deatherage said do you cover those counties.

Mr. Peterson said no we don't but we're required to have a contract with their Cherokee Indians so I'm absolutely going out there to meet with them to try and get that contract nailed down so before I get started I want to invite every Commissioner and anybody in this room who wants a presentation on drug awareness, drug dangers, I will do it in a closed session or I'll meet with you any time but ten minutes will only scratch the surface.

Drug Awareness Presentation

Captain Russel Davenport said before I get started, I understand I only have ten minutes. He said ten minutes will only scratch the surface of drug awareness.

Commissioner Deatherage said if there's no objection can we extend that ten minutes.

Chairman Waters said we'll see how it goes. He said we'll take up to twenty minutes if you need them.

Capt. Davenport said I'll take all the time I can get. He said first of all let me say one thing, there's not a person in this room, not one person that raises their children to use drugs. He said I used to say that, but it's changed. He said now the parents are teaching their children to use drugs. He said I've seen it in my career so that being said, how does that happen.

Commissioner Deatherage said societal influences.

Capt. Davenport said and when does it happen, when do they get the drugs. He said until you get educated by officers like me, I'm holding drugs in my hand, can I approach you because I want to show you. He said this looks like a Coke-a-Cola, it's not. He said there's enough drugs in here to send you to prison. He said why don't you pass it around; this is what we're dealing with. He said I don't want to show too much because we're on television but the youth, the youth knows this guys. He said the parents, teachers, DSS, Health departments, church groups, I've taught some of those groups. He said parents want to know where kids are hiding their drugs, this is it. He said it's not a bottle of water, it's filled but none of these drugs are real. He said like I said, ten minutes doesn't even get us started. He said I was called to a school to search, and I know about every container you've got but I didn't know about this one, Axe Spray. He said it twists, the top sprays but guess what, it's empty on the bottom of the container. He said because there's not a kid who's going to lay their drugs in front of their parents, well the majority, let's say the majority. He said the majority of parents do raise them that way. He said I brought this today from a store here in Beaufort County, so they sell these things every day.

Commissioner Deatherage said you bought that.

Capt. Davenport said yes sir.

Commissioner Deatherage said I've got a question, you remember the paraphernalia law some years ago, wouldn't that kind of exist as paraphernalia.

Capt. Davenport said it would, but they sell it as a safe to hide your jewelry or your valuables. He said it's a way to beat the system. He said what I want to do is I want to pass out to you Commissioners, everything on this is fentanyl. He said purchased, seized, and bought here in Beaufort County. He said that is Beaufort County drugs, Beaufort County cases we make every day here. He said I checked today, we're at 46 cases in just the drug unit. He said that's averaging more than one case a day and we work five days a week. He said they're all felony drug cases. He said what you see is fentanyl pills, powdered fentanyl. He said since January 1st we've had 18 reported overdoses, that's just what's reported. He said the guy that has his own Narcan, the people that get Narcan, they bring their own self back and don't report it, so these are just the ones reported that we respond to. He said so the most dangerous thing we've got going on right now is fentanyl and everybody says well how are they getting it in, how is it getting here. He said same way it's always been getting in; it's coming in from the cartel. He said I can't give you details but do we arrest cartel members, or do we get drugs coming in from the cartels, absolutely, every day, that's how it gets here. He said another thing, fentanyl is sold as a powdered candy. He said I want to hand out these packages for you to look at. He said this looks like a candy package. He said I went to the cigarette store today and you can even look to see the contents that's supposed to be in the bag. He said with the legalization of marijuana on the rise that's what we're getting. He said is there anything in those bags, no, they sell empty bags for about $3.00 or $4.00 to put their own drugs in them.

Commissioner Deatherage said I've got a question; do you consider marijuana a gateway drug.

Capt. Davenport said absolutely.

Commissioner Deatherage said do you think it should be legalized for recreational use.

Capt. Davenport said I'm biased; I've been doing drug work since 1997. He said there's not a person who I have arrested who didn't start smoking or selling drugs, but I will show you something before I end. He said that's what we're dealing with so if a parent looks at one of those bags, they say oh, they bought this from a store, it's even got ingredients on it. He said no, those bags haven't been packaged yet or sealed, so that's what we're dealing with. He said they put everything in those things, gummies with fentanyl, fentanyl pills, marijuana, not hemp, not CBD, but marijuana in those bags. He said so this is just some of the things we're dealing with. He said Commissioner Deatherage I think you asked a great question, and I had a school that was concerned about every kid, well not every kid but the majority of kids going around vaping. He said they wanted a presentation from me about why everyone was vaping, and I said it's pretty obvious when you carry this around (shows audience water bong). He said I mean if you come to school carrying this around, I know you're smoking marijuana, but you put THC wax in this (vape pen) and smoke it all day long and the teacher has no idea what you're smoking.

Commissioner Deatherage said it has no odor.

Capt. Davenport said there's an odor, but you have to be extremely close because it's vaporized. He said like I said at a later time, when we've got more time, do you know what this is used for, this is a can of butane, lighter butane. He said there's probably nobody in this room who knows because you all know what I do for a living. He said but do you all know what it's used for.

Commissioner Deatherage said crack cocaine.

Commissioner Richardson said concentrating marijuana.

Capt. Davenport said this one can, it can turn marijuana into marijuana wax. He said extremely explosive, dangerous process, houses have exploded, but this is what's going on so if you legalize marijuana, it's not up to me, I'm just telling you what I know, if you legalize marijuana this is what happens. He said everybody says marijuana is a plant, well cocaine is a plant, heroine is a plant. He said when you start the extraction process to get the drugs out of it THC, Tetrahydrocannabinol, that's what gets you high. He said so you're talking a marijuana plant, I was talking to a church group and they're very honest, but I asked how many of you smoked marijuana back in the 70's and 80's about half of

them raised their hands. He said I said you know what, if we had that marijuana, you had back then it was about 2% or 3%, we'd be fine but now we're growing it with 30% or 40% THC, then you extract or you take this and you extract the THC from it you're at 80% or 90% THC. He said it will get you so high you will pass out behind the wheel of a car.

Mayor Cliff Williams said did you say that was wax or you could make wax.

Capt. Davenport said you can make wax. He said I'm not going to show you how to do this on T.V. but I can show it in closed session. He said Commissioner Richardson has seen it, I've showed it to him before, but I can take this one can and I can produce marijuana wax.

Mayor Williams said I've never even heard of marijuana wax, I'm getting old.

Capt. Davenport said this is what the parents, the communities, the leaders need to know because some people think, oh, marijuana is okay. He said that's not the case, not if you do what I do for a living you see what's going on. He said of course there's a big push for legalization and it may happen but look at the dangers we're going to present to ourselves.

Commissioner Deatherage said marijuana is a perfect delivery system for fentanyl.

Capt. Davenport said yes, it is. He said there's been other counties that, not ours but other counties, finding pens laced with fentanyl. He said I will tell you that the drugs we're buying off the street, whether it's meth or cocaine, when we send it to lab, and it comes back it has fentanyl in it. He said it seems like every drug we get now is cut with fentanyl. He said if you're buying stuff off the street, you don't know what you're getting. He said I don't know how long I've talked; I know I can get overwhelmed when I start talking. He said I will invite anybody because I could talk hours about the dangers that we see. He said recently we have some good judges that we explained to them the dangers about fentanyl and they're giving us high bonds, which we need because it's a dangerous drug. He said they don't need to be out there putting poison out on the streets selling fentanyl. He said that has been happening, we reached out to some of the judges because we were concerned, they were giving low bonds. He said we started talking about fentanyl then they understood the dangers and we were able to get the bonds up to try and protect the citizens.

Vice-Chairman said so you're more or less an advocate for having bonds that are appropriate to the charges.

Capt. Davenport said yes sir. He said you know Commissioner Langley was a probation officer for years, you know when we arrest somebody who's on probation or parole, they've already violated the judges sentence and they go before the magistrate and get a slap on the wrist and go right back out. He said times have changed.

Commissioner Booth said you stated that drugs are coming in from the cartel and I appreciate the job that you all do but the question I have, the drugs are here when you get the low boy, what happened to the big guy that brought it here to start with. He said the guy that's on the trains, planes, what happened to them. He said I was looking at, the other day I forget what county it was, but they confiscated about $3 million of drugs. He said in our county where I live, we confiscate about 35 boys. He said why can't we get some of the big boys that bring it here.

Capt. Davenport said you know what Commissioner Booth we can. He said I could have 10 kilos delivered to that door tonight but why. He said those 10 kilos weren't destined for Beaufort County. He said I could call today and order 30 more kilos and it's going to come from out of state and it's going to get delivered to Beaufort County. He said I could do a big old press release saying hey, we took off 10 kilos, oh man, good job but it wasn't destined for Beaufort County. He said why don't you see that, well #1 we quit calling other states or other areas to bring us loads of drugs to make us look good. He said if I know 10 kilos are out of state, let those officers get that in their state or their county. He said why bring it to Beaufort County, why get the mule, get the person who's in charge of it. He said the man himself isn't riding with 10 kilos, it's not happening.

Commissioner Richardson said I think you explained this but for the people that don't' know, a little bit different than what you just did and that is the middleman has been cut out of the drug business. He said the mules are what they are using. He said that means the big guys in are in Texas or Mexico or somewhere else. He said the people that are coming into this country who are illegal are delivering, for the most part, this stuff so the whole market for drugs has changed radically from what it was, and we need a whole new approach to drugs.

Capt. Davenport said I can't give details on drug investigations, but we are working a cartel and I refuse to call and order 10 kilos from the cartel. He said we've passed the information on, we got the guy in Beaufort County with a large amount

of drugs, a lot. He said they know who the cartel person is, but I can't go to Mexico and arrest him, I just can't do it. He said now if you want to talk about the biggest drug carrier or supplier is, it's the US Mail or Fed-Ex. He said not many people are riding with it anymore, it's all mailed in.

Chairman Waters said we thank you very much for the presentation and if a group wants you to come.

Capt. Davenport said anybody can contact me they can contact the Sheriff's Office. He said if there's a church group or anyone, well I do not like to educate children because they know more than I do. He said they really do, they're smart, they're not stupid. He said they know more about it than we know. He said I know because I work, and my guys work it every day and we see it, so we know what's going on. He said hopefully tonight the parents with children know what to look for and that's what I want, I want you to know what to look for but a majority of them say no, my kids aren't using drugs, I've searched their room and didn't find any.

Commissioner Deatherage said I have a short question; the answer might be even longer. He said you have an association with other state agencies that do pretty much what you do. He said my question is over the last year or two years have you seem a greater influence of fentanyl coming into the United States.

Capt. Davenport said not only fentanyl, every drug for the past couple of years. He said drugs went up many years ago, it was hard to get drugs, price of cocaine, the price of drugs went up. He said now the prices are going down and drugs are plentiful, and you can get anything you want.

Commissioner Deatherage said can you give me an estimate of how much more you're seeing over the last two years. He said not just you but the people you talked to because I know you talk amongst yourselves.

Capt. Davenport said I would say that fentanyl and meth has increased at least 200% to 300%. He said our records show that. He said our fentanyl arrests, our fentanyl pills, and meth is the same way and I think, don't get me wrong, cocaine is still there but we're concentrating on what the public is seeing. He said we're concentrating on all of the overdoses that people die from or don't die but the families are concerned so we're after the people who are putting the most dangerous drugs on the street, but we still make cocaine arrests. He said Molly, MDA, we still make those arrests, but it seems like the fentanyl is the highest we've ever seen.

Commissioner Richardson said let me give Capt. Davenport, along with the Sheriff, a big plug on this program. He said Capt. Davenport and his team came before the Board of Health, of which I'm a member, several months ago and they gave us quite a program. He said that's where I first saw this so if you have a church or a civic organization you will be astounded at the program that he can give you. He said not in front of television where all the kids can see it but about what's really going on with this. He said you should invite him; you should know what's going on with this. He said they do a great program, it's really worthwhile, just don't have it on a night the kids are there.

Sheriff Hammonds said we're having town hall meetings throughout most of the County. He said one each month and a presentation will be at most of those meetings. He said we invite you and it's posted on our Facebook. He said Aurora will be the first one on March 23rd. He said if you will put that on your calendar and watch our schedule.

Chairman Waters said you said March 23rd and the location.

Sheriff' Hammonds said at the community center in Aurora just behind the Sheriff sub-station.

Public Comments

Ms. Gaskins said Beaufort County, the Washington Daily News printed this article. She said there's an organization going around North Carolina attempting to limit prayer in public meetings. She said the first amendment of the U.S. Constitution protects the rights of faith and religious liberty and the free exercise thereof. She said my rights do not end where your feelings begin. She said the history of this country well documents Christian beliefs and the fact that this country was established based on Judeo Christian values. She said if you have any questions about that I have some books that you should read. She said, "The Founding fathers Speeches and Quotes", "If My People", "The Federalist Papers" if you have two months to read and nothing else to do and for light reading "Truman's Mountains". She said proof that our country believes in God above and the free exercise of religious beliefs. She said as early as 1668 early governments, the Virginia House of Burgesses, to be specific requested that the people participate in days of fasting and prayer. She said 1774 a day

of fasting and prayer is called, May 24, 2714, on and on. She said January 27, 1983, a National Day of Prayer, May 11, 1978, a day of prayer during WWI, Jun e6, 2944 During WWII a day of prayer. She said after the attack on September 11, 2001, President called for multiple days of prayer and after Hurricane Katrina. She said during the constitutional convention Benjamin Franklin called for prayer daily to open meetings and discussions so that God's favor would direct the establishment of the United States of America. She said there's no such clause as separation of church and state. She said the clause states establishment of religion, I'm happy to school you as to what that means. She said there are many diverse faiths in Beaufort County and the State of North Carolina. She said these faiths should be respected. She said each person should have the right to establish and believe their own beliefs. She said Commissioner Langley is a Pastor, he pastors his flock. She said he doesn't leave his cloak at the door when he walks in this room, and he doesn't pick it back up when he leaves. She said the constitution gives him the right that he may exercise his faith and his religious beliefs. She said recently there have been numerous cases where the supreme court has ruled in favor of religious liberty. She said I will be happy to discuss further of this of the what the supreme court has ruled on recently. She said I ask the Beaufort County Commissioners to stand by your faith and continue to have prayer in your meetings.

Ms. Sherry Tyson said I was made aware of this, I don't read the newspaper, I don't subscribe to the newspaper here in Beaufort County, but I was made aware of this today. She said I was very concerned about the prayer not being said in the opening of the meetings. She said this is from Ann Graham, for years we've been telling God to get out of our schools, get out of our government and get out of our lives and being the gentlemen, He is I believe he has calmly backed out. She said how do we expect God to give us his blessing and his protection if we demand he leave us alone. She said we, the people of this great nation and the community of Beaufort County demand you keep prayer in the openings of these Board meetings. She said we have taken God out of everything we do and look at the nation we live in now. She said we sit back idly and do nothing and until we take a stand we will continue in a downward spiral of destruction. She said it doesn't start in Washington D.C., it starts in our own backyard, churches, and communities. She said don't sit back and let some anonymous coward dictate his or her demands to take prayer out of these meetings. She said I pray this Board of Commissioners continues with inviting our Lord into these meetings for guidance.

Ms. Dawn Slann said tonight the Beaufort County Commissioners will address a complaint, the complaint addresses an individual concern that members of the Board are in violation of the establishment clause by having a prayer led by a member of the Board at the beginning of their meetings. She said America's United for Separation of Church and State seek to halt these prayers alleging the Board is violating the establishment laws and the first amendment by opening these meetings with a Christian prayer led by a member of the Board. She said the establishment clause in the first amendment prohibits the government from establishing a religion. She said the precise definition of establishment was historically meant in prohibiting state sponsored churches such as the Church of England, during a time our Country was fighting for independence against persecution from that very entity. She said in our county meetings the invocation served to bring solemnity to our proceedings. She said these complaints and other similar complaints worded closely, local Boards have been given notice and have changed their Christian invocations by Board members into offering a moment of silence to pray to whatever God or religion they serve to be compliant. She said I'm asking the Beaufort County Board of Commissioners for a unanimous vote against offering this moment of silence. She said as we have seen tonight Beaufort County will not be in violation of the establishment clause if the invocation is given by a citizen or local clergy that volunteers to pray. She said Beaufort County Commissioners only need to establish a resolution to do so. She said if we chose to be silent and ask God to step aside, we can all be surprised when he does exactly that.

Legislative Updates from Elected Officials

Rep. Keith Kidwell said I appreciate your time Commissioners and staff for what you do here and the citizens coming out and showing interest in what you do and the way this government works. He said I am going to address some legislative issues after I follow, which I had no idea some citizens would be here today speaking on this, and that is the freedom of religion. He said I read to you the Constitution of the United States as it pertains to such, Congress shall make no law for the establishment of religion or prohibiting the free exercise thereof or abridging the freedom of speech or of the press or the right to peacefully assemble, petition the government for regress or grievances. He said the Constitution according to John Adams, our constitution was made for only a moral and religious people, it is wholly inadequate for a government of any other. He said I think Mr. Adams knew what he was speaking of seeing as he was there when this document was written. He said North Carolina Constitution, article 1 section 13 on religious liberty, all persons have a natural and inalienable right to worship all mighty God and according to the dictates of their conscience and no human authority, no human authority gentlemen, shall in any case whatsoever shall control or interfere with the rights of conscience. He said

it's pretty clear. He said a letter from the Danbury Baptist to Thomas Jefferson, where Thomas Jefferson responded to said letter, the quote, the wall and separation between church and state. He said never has anything in this country's history been taken more out of context than that quote. He said gentlemen the letter from the Danbury Baptist, I have it here, but I won't read the entire thing, it's rather lengthy, was a complaint to the President, Thomas Jefferson that he was afraid, the Danbury Baptist ministers were afraid that the government was going to enter and try to control their church. He said Thomas Jefferson's response was they can't do that, there is a wall of separation that keeps them out. He said it was never intended, nor in that letter in practice, to keep religion out of government. He said it was intended to keep government out of religion. He said further points, December 1800, congress approved the use of the capital for church services by Thomas Jefferson. He said they used the capital rotunda for church services for over 50 years. He said the Marine Corps Band played at said services in the same date that would use the capital rotunda for church services. He said it was attended by most of Congress and virtually all of the presidents who sat during that time. He said very interesting if you actually dig into it. He said H.M. Bible, many of you have probably never heard of it, it was actually, I brought an attachment if anybody cares to look at it, it was actually a Bible written by a gentlemen that congress authorized, approved and put their seal on it and said that Bible should be read by all the citizens and students of the United States of America. He said it was the first fully English Bible printed in the United States, and it was endorsed by Congress. He said ladies and gentlemen when somebody tells you there is a wall of separation between church and state, I would argue they're uneducated in matters of constitution and religion. He said now, as your representative, the religion, whether it's secular, which is a religion, that religion believes that man is the supreme being and there is no God, atheism, which is virtually the same thing, again, no God but here's the thing I don't care if you're secular, atheist, Jewish, Buddhist, Islam, Catholic, Methodist, you have the right to exercise your religion under the United States Constitution and the Constitution of the great state of North Carolina. He said practice whatever you choose. He said I personally and gladly would fight for your right to do so; I don't care which one it is, but I do want to remind people this is the United States of America where we have the freedom of religion, not the freedom from religion. He said I ask you gentlemen, when you consider this situation that's coming before you that you keep that in mind. He said now on to legislative issues, not that that's not a legislative issue because we happen to pray in the legislature every time we open. He said today you're going to hear from, I believe, Cliff Williams the mayor of Aurora on a project that's happening down in Aurora that's going to bring some jobs to Beaufort County. He said I believe he's going to ask for your assistance. He said I want to point out the State has helped very handedly with the project down in Aurora to bring in the industrial park and a building down there. He said we're encouraged by what we see. He said I think Mr. Williams is going to tell you how many jobs are going to be coming, new businesses and of course more education to our county due to this investment in the future. He said we're seeing similar activity at the airport. He said I think you're fully aware of the things that are happening at the Washington Airport. He said that's continuing. He said we're on the cusp of signing a contract with a national aviation company that will likely come in and headquarters at least their drone aviation business here in the very near future. He said we have another company that repairs corporate jets that's going to be relocating, we're hoping to sign a contract real soon, like next week. He said I think Mr. Alligood, who appears to be out sick, okay, that tells me why we didn't get our contract. He said my understanding is it's hung up at the County right now awaiting approval from Brian Alligood to get over there. He said we're going to sign that contract and initially 35 jobs initially and when that company relocates the entire operation, we're going to be at about 100 jobs with that business alone. He said we're looking at other businesses, including some department of defense transactions that will be taking place there. He said the future is very bright for Beaufort County due to the to the investment from the state, the federal government and we're hoping just a touch, a little bit from the County. He said if you're not aware we're bringing in 100 strand 5G internet across the airport. He said that contract has been awarded and is underway. He said we're building hangers at the airport. He said take a ride out there if you've not been there, it's under construction folks. He said this is not something that's a pipe dream, a pie in the sky, a little pun huh, that's actually happening and we're creating a brighter day. He said more taxes coming in for the County and the city, a lot more jobs for the people and I'm hoping we can, at the same time, bring together the colleges of North Carolina and get them to assist us all the way from K12 through the colleges here in Beaufort County. He said I stand for any questions.

Commissioner Walker said in light of the Medicaid reform, we were told that if this thing were to pass maybe the Aurora clinic could open back up. He said I know where you stand on this but why.

Rep. Kidwell said the why is because what they're telling you about that clinic opening back up has less to do with Medicaid expansion than they're leading you to believe. He said I believe that what's happening is you're seeing a shift in the way medicine is allocated. He said I'm not a big fan of the conglomerate owning all the medical services in North Carolina, or eastern North Carolina, like we see right now. He said I think one of the biggest problems we see out there, Commissioners, is we have a law out there called CON Law, I don't know if you're familiar with it, it's called certificate of need. He said so in order for a competitive business to open within the footprint of medical facilities you have to get a certificate of need

which require the State to agree to do it, which is then fought by the very people who closed down those clinics because they're trying to funnel that business into a different area. He said I'm not saying that's the only reason they did it. He said one of the things I pointed out when they came into my office last week was we're just seeing a lot of expenses now from the nursing shortage. He said I asked them is that not somewhat of a self-inflicted wound. He said how many nurses were terminated due to not taking the vaccine that they required. He said only 11 and I said no, maybe officially you only terminated 11 but there were a lot of them that quite because they refused to get the vaccine. He said they may not have told you that's why they quit. He said here's the interesting part Commissioners, some of those very nurses left and went to work for the travelling nurse program where they make a lot more money, where Vidant now has to pay a lot more money. He said here's the funny thing, they weren't required to get the vaccine to be a travelling nurse. He said so we hired back the same people at four or five times the money and then they want to tell you they're going broke. He said I think there may have been bad management in there somewhere. He said that's just my personal opinion, but we had that discussion in my office this week.

Commissioner Deatherage said I have a question, continuing with CON, certificate of need, we now have a large majority of republicans in Raleigh, in the Senate and the House, we've got enough, why can't we end certificate of need in North Carolina. He said it's not needed any longer. He said it's since past through the point where it's of any use. He said we're not a rural state anymore, and you know that.

Rep. Kidwell said absolutely.

Commissioner Deatherage said when are the legislatures up in Raleigh going to realize that and stop government helping all these large conglomerates with a monopoly.

Rep. Kidwell said that's a great question and thank you for that because I've actually run that very bill all four years that I've been in Raleigh, to repeal the CON laws. He said it's getting some traction now, unfortunately the only traction it's getting is they want to tie it to Medicaid expansion. He said now I'll be honest with you, and most of you know me, if you tie it to Medicaid expansion, I'll vote no. He said I will not compromise my principles because you dangle some fruit in front of me.

Commissioner Deatherage said that's what they're doing, they're playing a game to get big government still in charge and getting help from conglomerates.

Rep. Kidwell said the answer really is this, the federal government had CON laws, the federal government determined they were a bad thing and repelled them. He said when was the last time you heard the federal government stepping away from bigger government. He said that tell you how bad they are.

Chairman Waters thanked Rep. Kidwell for coming.

Rep. Kidwell said if I could take three seconds, Captain Davenport, I'd like to invite you to Raleigh to make your presentation to the North Carolina House Freedom Caucus. He said 34 members who would be very interested in seeing what you're talking about and particularly marijuana being a gateway drug. He said Commissioners, thank you very much.

Mayor Cliff Williams said if I could take just a minute and speak to the medical problem he was just speaking about, with the Aurora clinic closing down. He said I went to that medical center, and I can afford to go someplace else, but I think I was, I felt, I was very sick and I work a lot so I decided to go to the medical center. He said there's not a car in the parking lot and I walked in and said I'd like to see a provider and they said do you have an appointment. He said I said no but I'm sick and they said you have to have an appointment. He said I said you don't have a car out here do you think I could get one and no, I was not able to get an appointment, not able to see anybody at that clinic and they didn't have one soul in there that was a customer or sick person in there. He said no cars in the parking lot and they turned me away. He said I don't believe that this place was lacking because it didn't have business, it was not run properly, that was the problem. He said I always like to say if I run my business like they run their business I'd be out of business so what was the whole purpose of that. He said what I'm here for tonight is I just want to brief the Board on where we are with the industrial park and how it's going down in Aurora. He said we're working very hard and the cost of the industrial park doubled from April until the last couple of months and it was either back off and do nothing or push to try and raise the funds to get us where we need to be because we need this industrial park in Aurora. He said it is the springboard for everything else we're working on to make happen. He said Brad Hufford, I just want to say congratulations on getting this guy, he's worked his tail off for us and I'm honored to be on his Board, so I know what he's going through to get us where we need to be. He

said but currently, where we are is with the cost doubling, we were about $1.26 million short. He said we have gotten commitments from Golden Leaf of $500,000 and we feel like we're almost certain that Commerce is going to come up with another $500,000 and they will make their announcement on the 16th through the Rural Infrastructure Authority. He said so at that point we'll know how much money we have raised, and we've also submitted bids to find out if the costs have come down. He said I feel like construction costs are coming down so we should have more real numbers of where this thing is going to be and at that point I'd like to come back to this Board, probably next month, and I want to have discussions with you all in advance of that, keep you informed on where we are and then see what we can do to try to get where we need to be. He said I look forward to your leadership. He said maybe you can help us achieve our goal of getting this industrial park going. He said last Thursday, and I'm not going to tell you who, because I really want to save it for the big announcement, but we have an opportunity coming up that I'm really excited about. He said I'll speak to that announcement later, but we've got a lot of interest in Aurora. He said I'm talking with people in South America that want to come to Aurora. He said they're totally socialist down there and they're looking to move their manufacturing north, so we've got some opportunities there and we've got another business that's trying to locate in Aurora having problems with DEQ. He said they can't seem to get past that stumbling block. He said other than that is there anything you'd like to speak to.

Mr. Hufford said not really, just that this project has been a big part of what we've been working on for the Town of Aurora and it's the start of a lot to execute with their strategic plan and we think the industrial park will give us a positive win for Aurora and will lead to new jobs and the increase in the tax base, not just for the Town of Aurora but for Beaufort County.

Chairman Waters said if you'll just keep Ms. Mosher in mind. He said she needs to know roughly five days to get on the agenda, so we don't have to put you in the elected officials.

Mayor Williams said I apologize for that. He said things are just happening so quickly that I felt that I needed to brief you all and that's why I came up here tonight. He said I have a Board meeting to go to also, but I'll try to do a better job of keeping everyone informed.

Items for Consent

1. Surplus, Health Dept – JaNell Octigan, Health Director
2. Surplus, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
3. Communications System PO Approval –Victoria vanNortwick, E-911 Director
4. National Opioid Abatement Trust II, Additional Opioid Funds – Anita Radcliffe, Finance Officer
5. Opioid Spending Resolution – Anita Radcliffe, Finance Officer
6. Interdepartmental Transfers Memo – Anita Radcliffe, Finance Officer
7. Mid-East RPO Washington/Greenville Greenway Study Grant – Anita Radcliffe, Finance Officer
8. Request for Refund of Excise Tax – Brian Alligood, County Manager
9. Tax Office Refunds Over $100.00 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
10. Aurora/Richland Township Fire and Rescue Tax Advisory Board Appointment - Brian Alligood, County Manager
11. Workforce Development Appointment – Katie Mosher, Clerk to the Board
12. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board

Chairman Waters said is there any item you would like to have pulled.

Commissioner Richardson said I'd like to pull item 5, Opioid Spending Resolution.

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

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

See Addendum 1

Public Hearing – Abandoned Road

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

Chairman Waters said as you well know we went through the first part of that before and so we're down to, at this point, seeing if there's anybody, did anybody register.

Ms. Mosher said no.

Chairman Waters said we didn't have anybody register for public comment as it relates to it, so I guess is there any questions from the Commissioners.

Commissioner Richardson said point of order, I don't think they have to register to speak. He said anybody that's in the audience can speak, they don't have to register.

Chairman Waters said okay, is there anyone in the audience that wants to speak.

No one asked to speak.

Ms. Amanda Sasnett said I just wanted to let you know that I'm available to answer any questions that you may have about this, as well as the petition or if you have any questions about the development itself.

Chairman Waters said I'm doing this one more time, is there a citizen that would like to speak.

No one asked to speak.

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

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

See Addendum 2

2023 Board of Equalization and Review Dates

Mr. Lloyd Salter said I'm here with you tonight, you have the Board of Equalization and Review dates in front of you. He said I believe we only just need; you actually have the whole set but you only need the November ones. He said you don't have to schedule that now if you don't want to but we're just trying to say there's a spring and a fall, like we've done in the last year or two. He said you can go ahead and set those tonight or you cannot do the November ones. He said as far as that goes I don't think there would be an issue with that. He said we do need the April dates, which would be our actual dates as far as the Board goes. He said I just need two of them, well really just need one and a back-up.

Chairman Waters said I would recommend that we put them on the calendar, both April and November. He said so any problems with any of these dates.

Vice-Chairman Langley said November 6th is our Commissioners meeting.

Mr. Salter said I'd looked at that wrong, I'm sorry.

Vice-Chairman Langley said November 7th is election day, not that I think we have anyone running.

Chairman Waters said I don't think that's going to be a problem. He said here again, we only need four Commissioners.

Mr. Salter said in November I'm pretty sure you're only going to have one day. He said I don't think you're going to need two, but we'll have a back-up. He said we've only needed one the last couple of years that we've done it.

Vice-Chairman Langley said we can just delete the one.

Chairman Waters said okay, so delete the Monday, is there another day that's not appropriate.

Commissioner Rebholz said this doesn't make any difference but I'm not here on the 18th.

Commissioner Richardson said that gives him the two days that he needs. He said I don't think we're going to need to add a day.

Mr. Salter said so just to make sure I'm understanding, I think we do Monday as the primary, April 17th and we'll do Tuesday, April 25th as the back-up if something happens with that and we need a back-up and then in November those two Tuesdays with the second being the back-up.

Commissioner Richardson said you're talking about November the 6th we're deleting.

Mr. Slater said yes sir.

Chairman Waters said are we eliminating one of the others in April or leaving those there.

Mr. Salter said my understanding is Monday, April 17th would be the primary day and if we needed a second day for a back-up April 25th would be the back-up.

Chairman Waters said okay, so we're striking the 18th.

Mr. Salter said that's what I thought I understood. He said we could do the 18th if you all decide on it.

Motion: Commissioner Booth approved April 17, 2023, April 25, 2023, November 7, 2023, and November 14, 2023 for the Board of Equalization and Review meetings. Vice-Chairman Langley seconded. The vote was unanimous.

Vehicle Purchase, Sheriff's Office

Captain Mike Gerard said I brought before you tonight a purchase order for another 2023 Charger to replace our aging fleet. He said this will be nine this year and was approved in the 22/23 budget.

Commissioner Booth said you stated this was already budgeted.

Capt. Gerard said yes sir.

Commissioner Richardson said this was in the nine that was budgeted, I thought you were buying this car because one was in a wreck.

Capt. Gerard said that wreck happened before Sheriff Hammonds took over so I kind of inherited that wreck. He said I've got a list of our fleet if you would like to look at it and I can kind of explain it to you all.

Commissioner Richardson said yes, I'd like to see a list.

Capt. Gerard said right now we have 37 patrol cars, either marked and caged or unmarked and caged. He said the average mileage of those is 95,377 so we're looking at nine vehicles right now with over 125,000 miles on them. He said it takes, it will probably take six months before we can get these ready to be put on the road so even the ones with 125,000, in six months they'll have another 15,000 on them.

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

Position Reclassification, Health Department

Ms. JaNell Octigan said I'm here, we had two positions last fall that were actually reclassified, one for our front and then another Health Educator II and I'm here to ask you guys to approve that reclassification from the State on their jobs.

Commissioner Booth said you said they were reclassified last year.

Ms. Octigan said yes, they were done in October and either September or November.

Commissioner Booth said what are you asking us to do now if they were already reclassified.

Ms. Octigan said they were reclassified by the State but were not brought to the Board until right now, to you as the Board right now so technically they've been doing the job that was reclassified but we haven't brought it to you until right now.

Commissioner Richardson said I have something. He said with fair warning at the last meeting, this business about the State reclassifying jobs, in my opinion, is a racket being worked on the Commissioners and they're sitting here approving this stuff. He said who initiated the description that was sent to the State.

Ms. Octigan said well their evaluation, not their evaluation, the reclassifications for these hadn't been done in a while so one of these I submitted it. She said it was in my old department, it was the job she was already doing, and I didn't change a thing in her job description. She said I submitted it, and it was classified as a II because of all the attributes she contributes.

Commissioner Richardson said she was reclassified without her job description not being changed.

Ms. Octigan said yes, she actually was doing it beforehand.

Commissioner Richardson said for the benefit of the public, we've been escalating these jobs in social services and the health department in particular with the same kind of thing going on here and that is the State reclassified this job, so you have to give her a raise, you don't have a choice. He said this is part of our problem in keeping up our payment pan which is intended to be fair to all employees. He said you just heard the initiation comes from the County to the State so if someone wants to get a raise for someone what they do is rewrite the description a little bit or tinker with it and send it to Raleigh for a reevaluation and what do you think, get the State to reevaluate it and then it comes back and it's oh, the State did this. He said Beaufort County didn't do this so I'm voting against these things because I see it as a way for escalating pay for people without the County Commissioners having a hand in making sure that they're actually doing what we think they're doing.

Ms. Octigan said I understand that, but I would vote that me coming here is hopefully your hand in having feedback in what they're doing. She said the job that she has been doing, she's doing exactly what the job description says she is. She said some of those programs involve medical components that haven't ever been beforehand and also reimbursable so there's some finance we get back. She said if we were to take away some of those programs to keep her, to do what she's currently doing as a I instead of a II we would have to take away a program that she offers to the community in order to not be doing something she's not being compensated for.

Motion: Vice-Chairman Langley motioned to approve the job reclassification. Commissioner Walker seconded.

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

Health Department and Emergency Services LED Building Sign

Ms. Octigan said the other thing would be the Health Department/Emergency Services LED building sign. She said there's no cost to the County. She said right now we have a sign in our front, you know we share a parking lot that is the lovely "place your letters in there" rainy days, cold days and we have the funding right now to replace that with an electric sign that we can update with our phone. She said it is a use of covid funding so there's no County funds. She said obviously you know the Health Department does a lot more than just Covid-19 and that utilization of that education sign would be used for all purposes all year long for education and not just Covid.

Commissioner Rebholz said if this is an informational sign would it be possible to put it in a higher traffic area.

Ms. Octigan said well that area is pretty trafficked.

Commissioner Rebholz said it doesn't need to be at the Health Department, it can be done by remote control.

Ms. Octigan said when you say more traffic area what do you mean.

Commissioner Rebholz said higher traffic, 264, 15th street. He said if the directive is to get more information out.

Ms. Octigan said I would challenge that with two things. She said for the entrance we still need a sign. She said I would say that Highland Drive is highly trafficked if you want to come out there. She said as far as 264 we don't own that property out there so getting a sign out there would be very difficult.

Chairman Waters said please correct me but isn't there money in the budget for Animal Control having a digital sign. He said I'm pretty sure I've seen that.

Ms. Radcliffe said yes sir.

Chairman Waters said that will give us that option.

Ms. Radcliffe said you may have the opportunity to use the Animal Control sign, yes.

Motion: Commissioner Langley motioned to approve the LED sign for the Health Department/Emergency Services. Commissioner Walker seconded.

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

Commissioner Deatherage said I have a question.

Chairman Waters said I asked before the motion, and you didn't say anything.

Commissioner Deatherage said is the sign going to be on 264 or is it going to be on Highland Dr.

Chairman Waters said it's going to be on Highland Drive.

Ms. Octigan said the statement about 264 was for Animal Control, I think. She said they put in for one as that we could multipurpose the same educational sign if there was that need.

Commissioner Richardson said this amount of money is how much.

Ms. Octigan said I think it's $34,000.

Chairman Waters said $34,279.

See Addendum 4

Pediatric Emergency Care Coordinators Plus Grant

Mr. Chris Newkirk said we're before you today to ask for approval to receive some funding that we are now eligible for, for a study that we had been participating in. He said the background behind this is in mid-2021 we were approached by UNC Medicine to share some information about pediatrics. He said they were doing a study on pediatric care and they were targeting rural counties or rural health care providers. He said they looked at ten counties involved. He said the benefit for us was we were entitled to participate in various trainings and if you can think of pediatric calls we're talking about kids, obviously, those are what we refer to as low frequency/high potential calls. He said it's not calls we run very often

but when we run them they're typically bad and it's kind of that muscle memory that a lot of times we're lacking on it when it comes to pediatric care because we don't do it all the time. He said a lot of things, when we're doing advanced intervention, drugs, medications, and things like that those dosages are different so we really want to improve our level of care and training on pediatric calls and participating in this study gave us some of that training avenues that would not, or we would not be afforded to. He said this is a 4-year agreement with UNC School of Medicine and again, the first two years of that was sharing resources. He said they give us training aids and we share with them information that's allowable to participate through HIPPA. He said in the third and fourth year UNC actually pays us some money. He said it's equivalent to $300 per month and with that we can purchase equipment, we can sponsor people to go to classes, we can use that money to provide training for our employees and that is why we're bringing it to you now. He said we're approaching that third year where money is available for us as a participant of that study and we're asking for permission to accept that from UNC and with that I have Jeff Hubbard here to answer any questions.

Commissioner Richardson said we're going to get $300 per month.

Mr. Newkirk said yes sir.

Commissioner Richardson said one of the problems, I'm going to vote against this because we're just making government bigger and bigger. He said getting into a study with UNC is probably going to result in UNC coming back at the end of the study asking the legislature to impose more rules and regulations on us. He said about how many pediatric calls do you make a year.

Mr. Hubbard said percentages right now, we are at, compared to adults, about 12%. He said we don't run about between 120 to 165 pediatric calls per year. He said for a provider that is a high anxiety thing because medications are so different, how you administer them because you think you just give a little bit less than you do an adult and that's not true on a lot of them. He said a lot of them, for example versed, you have to give them two times the amount you would give an adult because of the way they metabolize it, and this is some of the stuff they reinforce. He said it is a really good thing and it's not costing the County a penny. He said the only thing we're having to do is share our data so they can see what they need to be working on, on the clinical side to be able to support us.

Commissioner Richardson said it is costing the County because you're taking up somebody's time for this training and to give this information.

Mr. Hubbard said that's what this $300 is for is to pay them to do that.

Commissioner Richardson said yeah but you've already been doing it for two years so that's an expense on the County. He said don't you, we're talking about a travel time of anywhere from 15 minutes to 30 minutes to get the individual to the emergency room and you're in contact with the emergency room doctor who can advise and oversee these pediatric dosages so to me, I hate to say this, I have kids of my own but it's a program that is not really that necessary and it looks like it's just burning the County with more and I can't support it because I don't see a real need for it. He said I see a program that somebody has a political move behind it at UNC because they're going to be asking for something or imposing more regulations before this thing is over with. He said to me it's another thing. He said big government bothers me. He said I sit here, and we keep voting to make government bigger and bigger and oh it's not costing us anything and you just need to give us permission to do this or do that and I'm not going to do it because I don't think it's necessary.

Chairman Waters said if I understand it correctly, we've been doing it since April of '21 and its really kind of research data driven.

Mr. Newkirk said since September of 2021 and that sharing is basically monthly reports that we send to UNC so these are quick reports that we can pull from our PCR data base that says these are the number of calls and these are the instances that we respond to pediatric patients. He said those are submitted in a way that are compliant with HIPPA and those are shared with UNC so you're correct, we have invested some manpower in fulfilling this agreement so far, but it has been minimal on our part and these are quick reports that we can produce. He said in regard to what the longevity of this study is and where UNC may carry it, obviously I can't speak to that. He said what I can speak to as a provider and especially as a parent provider, like I had mentioned earlier, pediatric calls are not a call frequency that we run a lot and when you run them it hits close to the heart so that level of anxiety that Mr. Hubbard mentioned comes with these calls. He said that's real and that's felt by our providers and that's where we see the benefit of these continuous training for pediatric calls. He said we see that as a benefit for being in that study. He said if we can curb that anxiety we will certainly try.

Commissioner Booth said whether you do this or not you'll still have these calls. He said this is just better research, it doesn't take a long time to press one button and send a report to do the research. He said you've been doing it all along and it's not like you're hiring another person to do it, is that correct.

Mr. Newkirk said that's right.

Commissioner Booth said maybe one day they'll find some kind of solution that will help one of our children so thank you.

Motion: Commissioner Booth motioned to approve accepting the grant with UNC. Commissioner Walker seconded.

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

See Addendum 5

Beaufort County Water District VI NC 33 Waterline Relocation by NCDOT

M.s Christina Smith said on page 185 of your agenda book you'll see the presentation tonight regarding the Beaufort County waterline relocation across Chocowinity Creek on Highway 33 just east of Chocowinity. She said the North Carolina Department of Transportation is planning to construct a new bridge on NC Hwy 33 across from Chocowinity Creek. She said the construction will include a temporary bridge south of the current bridge, which will be dismantled once the new bridge is completed. She said construction impacts the exiting 16" diameter Beaufort County waterline that crosses Chocowinity Creek currently. She said the existing line must be relocated for the project to continue. She said NC DOT desires that the waterline relocation be performed as a separate contract and has agreed to pay all costs for this relocation. She said to support the design and construction activities NC DOT has approved a utility preliminary engineering agreement and will continue working with Beaufort County to complete this project. She said attached you will see the resolution which approves the UTE and URA technical services agreement, as well as establishes a capital project fund to complete this work. She said again Beaufort County will not be responsible for any costs based upon the current approved scoping.

Commissioner Rebholz said is there any potential downside for us taking on this responsibility.

Ms. Smith said no sir.

Commissioner Rebholz said it is something we do.

Ms. Smith said yes sir, we do it frequently. She said culverts and bridges as well, small bridges in Beaufort County, I can't even tell you the number that have been replaced in the past three years. She said that's been a push that DOT has had to upsize the culverts because of flooding that's occurred. She said water lines that are in conflict for construction projects is something we deal with frequently. She said this waterline is a bore, is a 16" HDP usable pipe that goes underneath that, so it does need to be relocated. She said there's really no choice that the water line must be relocated because that's where the temporary bridge will be. She said the way that the DOT has chosen to do it is to the benefit to the County in that we will go in and bid the project and move the waterline before the DOT starts any bridge construction. She said that way it minimizes any effects to our customers.

Commissioner Booth said I see where it's been bid at $966,000. He said if you start doing construction and something happens, there's a change order or something, does DOT pick up that cost also or does the County absorb it.

Ms. Smith said typically DOT will pick up that cost, historically that's what happens, and the project has not been bid out yet. She said that's the estimate for the cost of the project.

Commissioner Richardson said the questions I'm about to ask Ms. Smith are, I'm concerned as a taxpayer both of the State and the County with this particular project and to get me oriented, as you cross that bridge heading towards Aurora the 16" line is on the right-hand side.

Ms. Smith said yes sir.

Commissioner Richardson said there's a force main for sewage on the left-hand side.

Ms. Smith said for the Town of Chocowinity.

Commissioner Richardson said the State, now you may say you don't have anything to do with that but you're the one on the grill so the State is going to build a bridge that will handle truck traffic, it's a temporary bridge.

Ms. Smith said that is my understanding, yes.

Commissioner Richardson said okay, now as a taxpayer this is going to cost a tremendous amount of money, a couple million dollars for this is nothing, it's probably going to cost $10 or $15 million to get a temporary bridge in there to do what they want to do. He said my question is has the County said to them why don't you use a detour instead of building this bridge. He said have we talked with them about this.

Commissioner Rebholz said we did in the regional meeting. He said the problem was that the detour was going to be so long that it violated, I think it violated some law regarding emergency services so the ambulances couldn't get there within the timeframe that it required.

Commissioner Richardson said isn't there Price Road and a couple of other short roads.

Commissioner Rebholz said no, you go down Gray. He said you've got to go all the way up to, there's even a church out there but anyway, you've got to go way out there south and there's no way to go around the other side.

Commissioner Richardson said $20 million, this looks like an unnecessary expense. He said this could be handled with a detour plus the state of California, when they had all these earthquakes and the overpasses and everything fell in they found out they could put together stuff and they could rebuild stuff very quickly because they had to, they didn't have a choice. He said I don't understand why we don't go back to the State of North Carolina and talk about this. He said when was the public hearing, I don't think I got notice of a public hearing on this.

Commissioner Rebholz said I don't know if there was a public hearing, but it was talked about in the, what was it, the TAC, Transportation Advisory Committee.

Ms. Smith said I believe that's correct. She said Mr. Alligood attends those meetings.

Commissioner Richardson said well nobody brought this up because you're talking about a lot of money, of taxpayers money and I think the taxpayers need to be treated better than this. He said plus you can always go back, if you're just talking about rules, you can have laws and rules changed. He said you can get special dispensations for it, and I'm concerned the Department of Transportation is going to be wasting $20 million that they don't need to be, is what I'm concerned about. He said I'm also concerned that this didn't come to the Commissioners long before now so I'm going to vote against this.

Commissioner Walker said how long will our customers be without water.

Ms. Smith said none. She said this is actually on the transmission line. She said this is the line that was put in 2014 that goes from the southside water treatment plant and goes to the northside of the river so because this is a bore they will go in and do the bore. She said there may be a time when the transmission line is down for a few hours when we actually do the tie-in, but we always minimize any time the customers would be out. She said again, it's a transmission so that would not happen.

Commissioner Richardson said I'd just like to point out, for the record, that this has been mishandled by the County in bringing this to the attention of the Commissioners because we should, we're wasting $20 million, when the government is wasting $20 million the Commissioners should've been involved in this a long time ago.

Ms. Smith said Commissioner Richardson I say, and again I will never argue from the podium btu NC DOT contacts us when they are making bridge, doing construction on bridges or when they're doing culverts and things like that, so Beaufort County Water Department lines are in the right-of-way of NCDOT basically by their permission, so they are allowing us to be there. She said our water lines are there, if this project goes through the water line needs to be protected so I believe it's in the best interest to go through and accept this agreement because, again, they are paying to relocate our water line, they're not forcing us to do it, so part of the project budget is to move our water line.

Chairman Waters said we need a clarification before the vote.

Ms. Mosher said if he (Commissioner Deatherage) is not here his vote is counted with the majority.

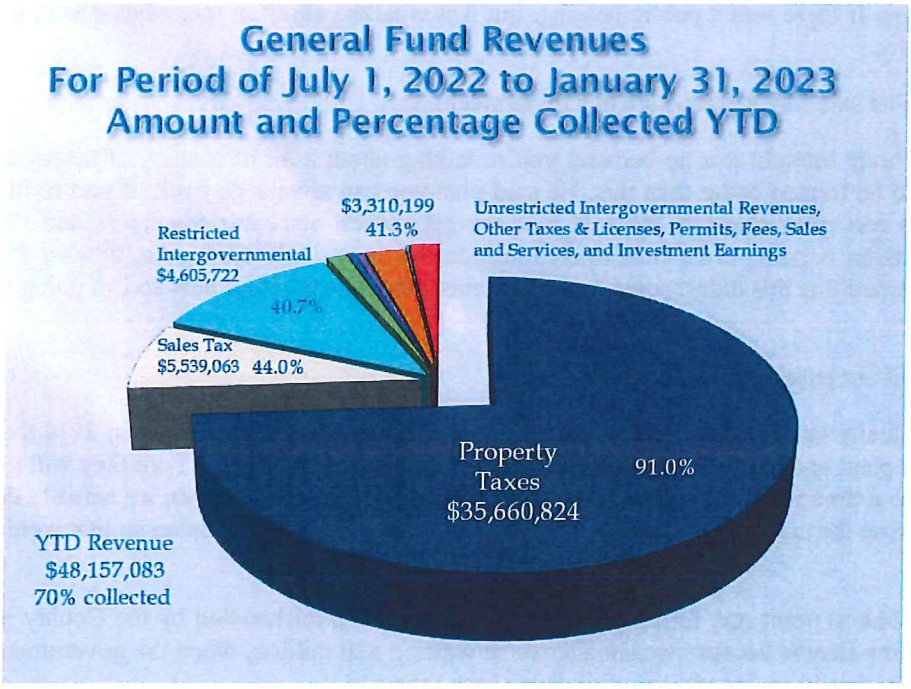
Motion: Commissioner Booth motioned to approve having the water line moved. Vice-Chairman Langley seconded.

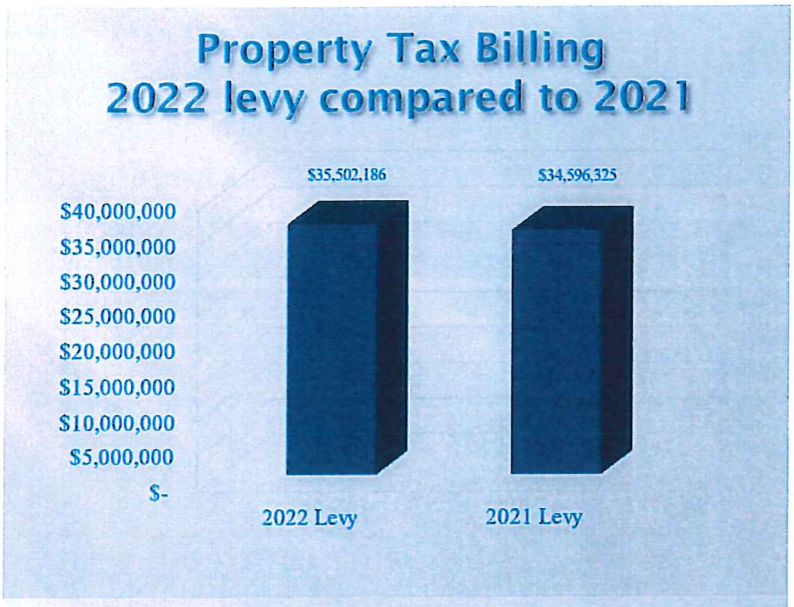
Yes Vote	**No Vote**
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage (in absentia)	
Commissioner Rebholz	
Commissioner Walker	

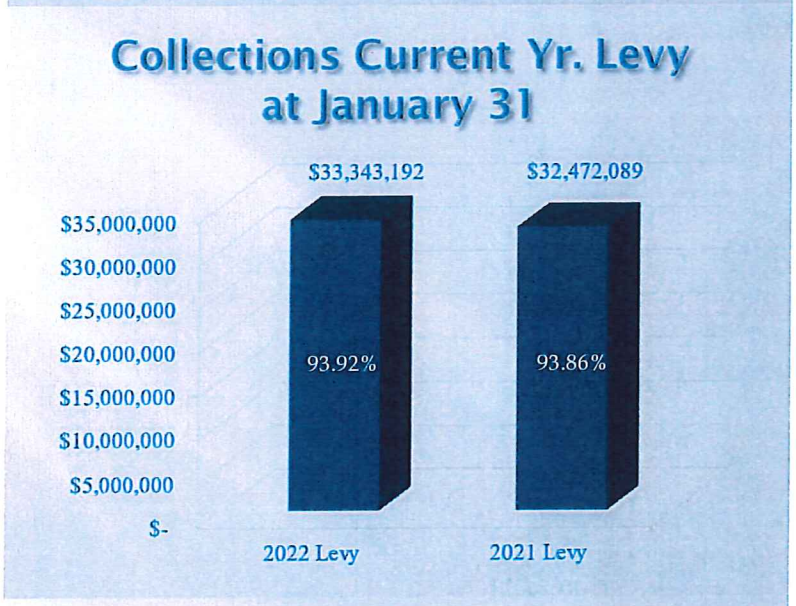
See Addendum 6

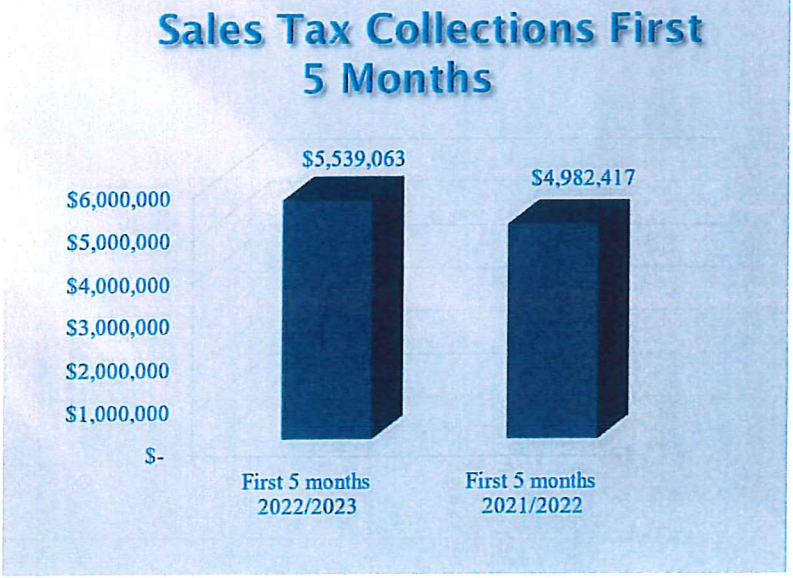
Finance Report

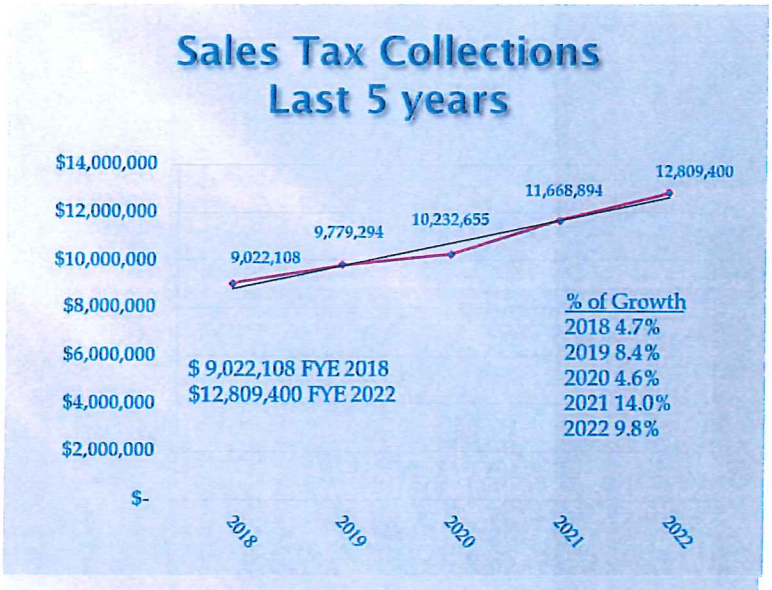
Ms. Anita Radcliffe said I had a handout for you for the presentation, but I think somebody stole it. She said I know some of the numbers are small, but I'll get you a printout after the meeting. She said this time of year I like to do a pretty thorough mid-year review of the financials, mainly because we've received most of our tax money by this time. She said we've received 5 months of our sales tax numbers so we're starting to see where we are as far as budget goes on a lot of our actual important revenues. She said I am looking at this weekly, as a minimum so as far as reporting to you I did want to come to you tonight with a general fund multi-year review. She said I'll have solid waste and water for you hopefully at the next meeting. She said I got a little tight on time. She then gave the following presentation.




Property Tax Billing
2022 levy compared to 2021
$35,502,186
$34,596,325
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
2022 Levy
2021 Levy


Collections Current Yr. Levy
at January 31
$33,343,192
$32,472,089
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
93.92%
93.86%
2022 Levy
2021 Levy


Sales Tax Collections First
5 Months
$5,539,063
$4,982,417
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
First 5 months
2022/2023
First 5 months
2021/2022



GF Interest Earnings

GF Interest Investment Earnings for last 5 years

- 2018 $277,378
- 2019 $523,246
- 2020 $406,438 Fed started cutting rates
- 2021 $73,237
- 2022 $96,476
- 2023 as of January 312023 $629,998

DEPARTMENT	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	% USED
104110 GOVERNING BOARD	386,646	0	386,646	225,069.29	46,098.12	115,479	70.10
104120 COUNTY MANAGER	626,168	0	626,168	297,609.25	1,834.89	326,724	47.80
104130 FINANCE OFFICE	731,536	0	731,536	417,534.45	2,032.21	311,969	57.40
104132 HUMAN RESOURCES	263,608	0	263,608	136,621.11	720.00	126,267	52.10
104135 NON-DEPARTMENTAL COST C	878,487	65,490	943,977	607,703.17	93,635.83	242,638	74.30
104142 TAX ADMINISTRATION	1,314,534	20,638	1,335,172	742,728.81	820.90	591,622	55.70
104146 TAX COLLECTOR	679,173	0	679,173	324,681.89	275.50	354,216	47.80
104160 COURT FACILITIES	318,936	4,504	323,440	169,684.00	103,768.83	49,976	84.50
104170 ELECTIONS	401,250	0	401,250	244,554.84	1,906.70	154,788	61.40
104180 REGISTER OF DEEDS	449,673	27,229	476,902	272,122.06	20,588.25	184,192	61.40
104190 PUBLIC BUILDINGS	1,563,349	200,498	1,763,847	893,777.72	396,561.10	473,508	73.20
104310 SHERIFF	6,688,535	27,004	6,715,539	3,240,969.05	411,294.26	3,063,276	54.40
104320 JAIL	2,638,022	0	2,638,022	1,140,948.42	249,983.71	1,247,090	52.70
104325 EMERGENCY COMMUNICATION	1,490,092	0	1,490,092	774,634.22	81,312.69	634,145	57.40
104330 EMERGENCY MANAGEMENT	490,716	8,000	498,716	292,608.91	12,272.48	193,835	61.10
104340 FIRE PROTECTION	177,405	0	177,405	88,004.45	0.00	89,401	49.60
104360 MEDICAL EXAMINER	45,000	0	45,000	10,800.00	0.00	34,200	24.00
104370 RESCUE	17,500	0	17,500	17,500.00	0.00	0	100.00
104380 ANIMAL CONTROL	505,616	0	505,616	289,293.48	23,291.32	193,121	61.90
104390 EMERGENCY MEDICAL SERVI	3,156,595	243,915	3,400,510	1,807,777.22	288,061.01	1,304,722	61.60
104900 PLANNING, COMMUNITY/ECON	351,283	140,000	491,283	196,234.18	33,045.60	262,002	46.70
104920 ECONOMIC DEVELOPMENT	332,400	3,023	335,423	177,604.94	0.00	157,818	52.90
104950 COOPERATIVE EXTENSION	351,564	77,657	429,221	299,367.61	4,049.58	125,804	70.70
104960 SOIL/WATER CONSERVATION	177,196	0	177,196	91,886.48	0.00	85,310	51.90
105110-105198 HEALTH	5,233,051	640,848	5,873,899	2,929,087	232,293	2,712,529	49.87
105200 MENTAL HEALTH & RETARDA	666,438	0	666,438	563,818.57	0.00	102,619	84.60
105310-105580 SOCIAL SERVICES	12,765,076	171,121	12,937,197	6,008,288	56,087	6,872,821	45.4400
105820 VETERAN'S ASSISTANCE	75,008	0	75,008	42,387.55	0.00	32,620	56.50
105830 YOUTH SERVICES	246,187	0	246,187	118,695.00	0.00	127,492	48.20
105840 AID TO THE BLIND	11,468	0	11,468	71.00	0.00	11,397	0.60
105900 BEAUFORT COUNTY PUBLIC	15,866,679	547,763	17,414,442	10,386,659.06	0.00	7,027,783	59.60
105920 COMMUNITY COLLEGE	3,196,912	0	3,196,912	1,864,865.31	0.00	1,332,047	58.30
106100 CULTURE,RECREATION, & MI	493,922	0	493,922	303,296.00	0.00	190,626	61.40
109100 DEBT SERVICE	2,680,747	0	2,680,747	2,279,521.15	0.00	401,226	85.00
109800 TRANSFER TO OTHER FUNDS	2,586,325	0	2,586,325	2,586,325.00	0.00	0	100.00
109910 CONTINGENCY	78,882	-10,000	68,882	0.00	0.00	68,882	0.00
10 GENERAL FUND	68,936,979	2,167,690	71,104,669	39,847,598.45	2,058,934.89	29,202,145	58.90

Opioid Spending Resolution

Commissioner Richardson said what I'm concerned about is we passed; the Board passed a policy for the spending of that money so my question is why do we need to do another policy on the spending of that money.

Ms. Radcliffe said this is probably overkill. She said we passed a budget ordinance, a project ordinance on that spending and if you read the MOA it talks about passing a budget ordinance as well as a more detailed spending resolution so I think just to cover ourselves my guess is we'd probably be okay with just the budget ordinance but the Association did recommend that we do a more detailed spending authorization and you can see it gives a more detailed about the strategy, what vendor or provider we plan on using, the period of time we think the expenditures will take place so this just gives you more detail than the budget ordinance would so to cover ourselves we wanted to have both. She said we have the budget ordinance and the spending authorization.

Chairman Waters said I think that this is because we put restrictions, we wanted to look at it in three years. He said if you notice all of these, the end date is 6/30/25 and actually this is paid out over 18 years.

Commissioner Richardson said I just don't see any need for this ordinance, is what I'm talking about. He said I think we're binding ourselves more than we've bound ourselves. He said we already did it when we did the ordinance, it doesn't need to be done twice. He said the group that's recommending this is not a government group, it's the Association of County Commissioners. He said they recommend all kinds of stuff, and I don't see a need for this.

Ms. Radcliffe said we do lean on them for guidance, it is in the MOA, I went back and read the MOA and it does recommend that you, in addition to the budget ordinance, adopt a more detailed spending resolution, and it can be changed. She said we can come back, if anything changes, we will bring back a budget amendment to the original ordinance and a spending authorization amendment as well.

Commissioner Richardson said but we did that when we did the budget ordinance. He said it tells you how the money is going to be spent. He said I don't understand what the difference is, and I'm not interested in getting trapped so I'm not going to vote for this. He said I think it's totally unnecessary.

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

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

Pay and Classification Study

Ms. Radcliffe said this is really and as you know our employees are our biggest asset, I'm sure you would agree. She said at the January Board meeting and budget retreat there were some discussions by the Board for the need to update our pay and classification plan to ensure balance and equity across that plan. She said Ms. Creasman solicited proposals for that, we did receive two back. She said one from the MAPS group, and MAPS is the same organization that did our study back in 2017. She said their proposal came in at $40,900 and we also received one from Archer Company at a price of $33,075. She said after careful consideration and reviewing the proposals, the Manager, HR Director, and I are recommending the contract with the MAPS group, which is the higher proposal, and the reason that's coming in at a higher cost is you're really getting more value for your money in the sense that MAPS is going to be looking at not only the pay but our benefits as well. She said also, the other thing is MAPS has extensive experience with North Carolina county's doing studies. She said it's really important if you're a county in North Carolina, particularly DSS and Health, to make sure our county pay plan is consistent with the State pay plan. She said Ms. Creasman knows how all that intertwines and works and can expand on that if needed but mainly for those two reasons and the fact that MAPS is local and out of Cary with less traveling costs and things, we thought that MAPS Group would do a better job for us and case study so our recommendations is we contract with MAPS Group at a price of $40,900 to update our pay and classification plan.

Commissioner Richardson said with the lower priced group we get a whole new study plan; we get a different look at what we have been doing and I've been concerned about the look at what we've been doing that MAPS has been giving us for some time. He said the second thing is the MAPS study specifically says they are not going to compare county wages to industry wages, private industry wages. He said this is a problem with me because what I have seen, don't forget I've been here for a while, and I've seen the great escalator game played of oh, this County is paying more than we're paying so we've got to come up to them and then all of a sudden, this county, we've got to come up to them. He said this is a racket as far as I'm concerned, and I think we need to go with the lower price and get a whole new look at our pay plan instead of getting MAPS in here to re-copy what they did for us three or four years ago for more money.

Ms. Radcliffe said may I ask, because I don't recall seeing that in the proposal. She said do they state they do not compare us to private industry.

Commissioner Richardson said I saw it in there somewhere, what page does it start on.

Ms. Radcliffe said it begins on page 209 because from past experience, I was here when they did the study back in 2017, I was new but I was here, I do recall that for like the customer service positions, the ones that take up cash from customers primarily, my understanding is they did compare their salaries to say a bank teller, for example, to come up with a comparable there, as well as other county's customer service salaries.

Chairman Waters said I would assume the water department where there are utilities that they're using that.
Ms. Radcliffe said yes, that's my understanding.

Ms. Creasman said they will compare to municipalities as well. She said actually the MAPS group has done 47 studies in municipalities in North Carolina and they had 24 North Carolina County studies that they had done so they're familiar with the North Carolina statutes that pertain to HR, the requirements under the office of State Human Resources, there's a lot with those things. She said we felt that with Archer being an international company, they listed in there their references. She said they actually had only done a handful of counties and no counties in North Carolina. She said they're actually housed in South Carolina.

Commissioner Richardson said going back to answer the question, page 3, page 211, item B at the bottom is says a survey of salary plans will be performed utilizing nearby regional public sector jurisdictions.

Ms. Radcliffe said and our other identified organizations for the purpose of recommending wage and salary, and I think they do, when necessary, reach out to industrial companies.

Commissioner Richardson said that's in their opinion. He said I think if we want to do this study, we need to tell them we want them to do comparisons with comparable jobs in industry.

Ms. Radcliffe said I'm not sure if you'd like the results if you did that study because historically governmental employee wages are not as much as in industry.

Commissioner Richardson said that was true in the old days, that is not true recently. He said government employees are doing very much better than private industry employees. He said we need to make the comparison just so that we know.

Ms. Radcliffe said we can certainly request that MAPS, that they do those types of comparisons as well as the other peer counties around us, and municipalities.

Commissioner Richardson said I think we need two considerations here. He said one considerations is whether we're going to use MAPS or not and the other is how to change this contract so that we get what we think we're paying for.

Commissioner Rebholz said do we know that the other company uses industry.

Ms. Radcliffe said I think they do. She said I think the major concern with Archer is their lack of experience with North Carolina county's and how important it is in North Carolina, particularly for DSS and our Health employees, which is a huge number, that's half of our employees I would say, almost 200 employees, that our pay plan is in line with the state pay plan and MAPS is very familiar with that and reviewing that type of thing.

Chairman Waters said we don't actually have any information on the other proposal, it's not in here.

Commissioner Richardson said well staff has saved us from analyzing either proposal, they just brought us what they want to, you know, it's up to you guys whether you're going to take the staff recommendation or go with the other company, which is a set of new eyes that I think we need.

Motion: Vice-Chairman Langley motioned to approve the MAPS Group.

Commissioner Richardson said I have an amendment to that if you will accept it and that is that in item B, we say that regional public sector and comparison, with comparative jobs in industry.

Commissioner Booth said isn't that in there.

Commissioner Richardson said no it is not.

Ms. Radcliffe said it says and other identified organizations, but I will add I don't think that's going to be an issue at all, and industrial companies.

Chairman Waters said will you accept that.

Vice-Chairman Langley said yes.

Commissioner Booth said I want to ask a quick question. He said at the point and time we're moving forward with the class study right.

Ms. Radcliffe said if you pass it tonight, we will and it's a pretty accelerated schedule. She said that was also in the proposal so our hope would be we could get this wrapped up in June so that we can go ahead and implement it in next year's budget.

Commissioner Booth said if Commissioner Richardson and Langley would accept a friendly amendment, I'd like to put an amendment on it. He said the last time we did this study, and the reason we're having it done now is because we drug it out two years and it got out of whack. He said I make a motion that we approve it and whatever they bring back to us we go ahead and implement it at that time.

Commissioner Richardson said I'm not going to accept that. He said that's a pig in a poke, and you don't know what they're going to bring back. He said the reason we didn't accept it before is because it was a lot of money and some of it was unfair money and there was controversy over it and I'm not voting on a pig in a poke.

Ms. Radcliffe said I have the numbers from the last study. She said I thought this might come up, so I pulled that. She said funding last time was an issue and in hindsight you don't want to do a pay study if you can't pay for it. She said so that is a lesson well learned. She said I do think we're in different financial circumstances for sure, as you've heard me say every time, I stand up here. She said we're getting ready to talk about moving $5.6 in excess fund balance after this but just to go back to this study, so they presented us, MAPS presented us with three implementation options. She said the first option was to bring employees to the probationary step and give a 1% increase per service using their hire date. She said the second proposal was to move employees to the probationary step and give them a 1% per year raised based on their date in their most recent position. She said the third option was to give them 2.5% probationary state plus a ½% per year using the position that they're in. She said so option one was the richest option and what it meant was let's say I started as a finance tech and worked my way all the way up to the finance position. She said so in option 1 they would go back and look at my yeas of service since the time I worked as a finance tech, which might have been 20 or 25 years ago, whereas option 2 and 3 said no, she should've been compensated for that big jump up to finance officer so we're just going to look at where she's at as the finance officer. She said that's really the big difference between options. She said option one was the rich option, going back to the original hire date, no matter whether they had a promotion or not and that cost us $1.4 million. She said option 2 we went back to the date they were in their latest position, that was $1.1 million and that was given a 1% per year raise and then option 3 was only given a half percent so it was almost half the price, so it was $700,000. She said we went with the middle option, we went not the richest thing and not the lowest, we went with option #2.

Commissioner Booth said I understand what you're saying but the reason we're having this conversation tonight is because we waited two years to do that option and that's because, and if we do it this time, we're doing another MAPS study or whatever it is.

Ms. Radcliffe said I completely agree.

Commissioner Booth said that is a concern that I have and the other concern that I have is if you're going to do it go ahead and pull the plug and do it because you're going to pull employee morale down. He said they already know they're underpaid and when you go and do a study and prove they're underpaid and don't give them any more money that causes problems, so I hope and pray if this passes, if you come back on July 1st I intend to vote to make it whole. He said that's my intention. He said I'm not doing it just because somebody, you all came in and have to do some reclassifications. He said I'm doing it to make a wrong right.

Ms. Radcliffe said I 100% agree that we do not need to do the study and let it sit on the shelf for three years until we implement it.

Chairman Waters said this is really going to be five years between when we implemented it and where we're going to be.

Ms. Radcliffe said six, because the study was done in 2017.

Commissioner Richardson said just to clarify this motion, the motion doesn't include the expenditure once the study is done. He said I don't think Commissioners can appropriate money until we know the amount that we're appropriating. He said I don't think we can do an open-ended appropriation like Commissioner Booth would like to do so I would like that off the table. He said I'd like to point out something else and you two ladies can get as mad at me as you're going to get and that is you are meeting with a pay study and your own salaries are included in that pay study. He said now we came back last time with this business about one year pay per year of service and all that, I really don't support that because it's unfair to hard working employees. He said it lets people that really do a good job get a lot of money really quick.

Ms. Radcliffe said I think you're referring to the longevity piece.

Commissioner Richardson said yes. He said now let me go back and shift gears and get into something else. He said if this is passed, I'm not going to vote for it the way it's proposed but if this is passed, I've said it before and I'm going to say it again for the record, I want to meet with the people. He said when they meet with you on their first trip here and subsequent trips and I want to be notified and I don't want to be notified with an hours' notice. He said I want to be notified with adequate notice.

Motion Restated: Vice-Chairman Langley motioned to approve contracting with MAPS Group to produce the study. Commissioner Booth seconded.

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

See Addendum 7

Fund Balance Transfer

Ms. Radcliffe said I am on page 228 of your book. She said as all of you know we do have a little bit of extra fund balance, unassigned fund balance in the general fund and this was predominantly generated by pandemic funds from the federal government. She said we have a policy that says we will strive to maintain 35% unassigned fund balance. She said currently we're at 45.19% and that difference of 10.9% in dollars equates to $5,624,285. She said we've spoke about this at the

Finance Committee in December, we spoke about this at the Planning Retreat and it's is the recommendation of the Finance Committee, myself and the Manager that we move that money, according to your finance policy, to a capital reserve fund that's already been established for facility upgrades or improvements or any new facility that may be needed in the future.

Commissioner Richardson said I have some comments before the motion. He said we're doing a budget; this move here circumvents the flexibility of this Board to do a budget and possibly return some of this high tax money back to the citizens of Beaufort County who are paying this money. He said they are being overtaxed or we would not be accumulating money of this type. He said I would also say we are spending money with both hands in this County, so this is very excessive. He said we should not do anything to encumber this money because once you vote tonight to put this money into a capital reserve fund what you're telling the taxpayers is we will not consider reducing taxes. He said that's what you're telling taxpayers. He said we don't have to make this decision now, it's an effort to lock up money, supposedly it's not locked up but it's an effort to play games with the budget and that's all that it is. He said we need to pass on this tonight with no action. He said this needs to be considered part of the budget, which is coming up, and needs to be considered part of the budget along with a tax reduction for the people who are hard working out there and who are paying this money.

Commissioner Rebholz said at the budget retreat I gave you all a forward look at the cost that will be incurred over five years, in capital expenses, that's been documented by the reserve study that was done back in 2017. He said if we end up spending that money as projected, and there's no reason that we won't because it may be off by a year or two years but you're still going to spend the money, the roof is not going to repair itself but in any case we are going to, if you put that money into that along with the half million we've been putting in each year, you're still going to run out of all that money by 2028. He said if we don't put it in there what you're telling the taxpayer is we're going to start taxing you higher in order to pay for these expenses and that makes no sense to me either so at the end of the day if we go forward with the budget process that says this budget year we're going to have a million dollars more in sales tax revenue and we're going to have evaluations going up and we're going to have that much more real estate taxes then we can talk about lowering taxes but you're still going to spend this money on the capital regardless.

Commissioner Deatherage said may I offer as a rhetorical Commissioner Rebholz, government in particular are poor allocators of services, we're poor allocators of money. He said the money is better suited back in the pockets of taxpayers. He said we have full authority of police power to tax however we need to, whenever we need to, we can go get that money, plus we have way too much money in the fund balance right now. He said the taxpayer needs relief, the ones I talk to need relief. He said holding money that's in reserve saying we have this to spend, maybe we will have these wish lists fulfilled and in particular in times like now where it costs so much to get work done because of Biden-flation. He said that is a sorry excuse for management when we get caught in this vice that is going on now when we can wait, maybe during a better time when we can spend that money in a much better manner, a much more prudent matter.

Motion: Commissioner Booth motioned to approve moving unassigned fund balance in the amount of $5,624,285 to the capital reserve fund.

Commissioner Richardson said there's still people that want to talk.

Commissioner Booth said I'm talking. He said you will get another chance. He said I made a motion to approve, you don't run this show.

Chairman Waters said is there a second.

Motion: Commissioner Booth motioned to approve moving unassigned fund balance in the amount of $5,624,285 to the capital reserve fund. Vice-Chairman Langley seconded.

Chairman Waters said I agree with Commissioner Rebholz. He said we're still obligated to keep up all of the buildings at the Community College, all of the buildings at the schools and all the buildings that the County uses and, you know, my experience is if you really want to get the life of a building, stretch it out 15, 20, even 30 years you have to make some major repairs. He said we have not done anything at all in eight years on the Sheriff's Office. He said we keep saying we're going to replace the carpet, we're going to replace the ceiling, we're going to replace the lights, but we still have issues with the bathrooms over there so if we want to update that building and get another 25 or 30 years we need to pull them out and we've got to do some major work on it. He said that's what this fund is all about. He said it does not say we have

to spend the money in the next 12 months if the building cost is too high. He said it's there for future Commissioners, not just us but for future Commissioners to be able to do it. He said it's just prudent financial responsibility and it's a fiduciary responsibility of us that are up here, to make sure the County has the funds to maintain the buildings that we have. He said everybody understands when we have a major building at the college or at the schools, we have to replace the heat and air or whether it's the roof, I mean it's not $20,000. He said we're looking at $200,000 and $400,000 in some cases so it just makes good sense. He said we have put off putting money in this kind of fund for almost 24 months now so we still can tweak and do things during the budget process but the time, I think, I think, just like we're talking about, is to put money there. He said everybody up here has a chance to vote when we get ready to pull money out of it, where it goes. He said the money is not going to be a slush fund for the County Manage or the Finance Officer.

Ms. Radcliffe said any expenditure will be brought back to this Board before it's spent and that money will stay there in perpetuity after I'm long gone, in the ground. She said if it's not spent it will remain there for capital needs.

Commissioner Richardson said the Chairman just made my argument and that is this capital, this so-called capital improvement list is nothing more than every capital improvement list that I've seen since I've been a Commissioner. He said it's a want list. He said if you take the school boards capital improvement list it goes on for 10 pages and it's a wish list. He said projects have to be justified before they can, before we spend the money. He said it's not just a matter of peeling them off and spending the money because it appeared on a capital want list so the Chairman is right, we probably don't need this money so why are we holding this money and I take acceptation to what the Finance Officer said, that this money will stay there in perpetuity. He said there's no law that says it stays there in perpetuity.

Ms. Radcliffe said yes there is.

Commissioner Richardson said we can roll this money back any time the Commissioners want to.

Ms. Radcliffe said actually you can't. She said once it is put in a capital reserve it has to be spent on capital. She said it stays there until you vote on it.

Commissioner Richardson said you're making my argument more. He said this is a way of burying whatever tax decrease the citizens of Beaufort County may get this year that they deserve. He said it's a way of stopping the budget process and controlling the budget process and these commissioners up here need to think about this because you are over taxing these people. He said there are hardworking people that are paying this tax. He said some of them are not but a lot of them are and I'm for the family with three children that are working for a living and trying to pay taxes. He said they need to get a tax refund; they need to get their taxes lowered this year. He said that's what this is about.

Motion: Commissioner Booth motioned to approve moving unassigned fund balance in the amount of $5,624,285 to the capital reserve fund. Vice-Chairman Langley seconded.

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

See Addendum 8

Commissioner Led Prayer at Board Meetings

Mr. David Francisco said I'm not sure from the Commissioners what their feeling is about this matter of prayer and that sort of thing and all I can tell you is that the fourth circuit, which is our circuit, this is not a supreme court holding but it's a holding in our circuit, which the supreme court took a pass on, which is where we find ourselves and the left the door cracked a bit to get back into it, this is me talking a little bit, for the supreme court to get back into that business with more detail, perhaps. He said I think it was Mr. Alligood put forth the idea of certain things being done, being considered similar

to, if not exactly like Forsyth County, which is the Winson-Salem area, as a solution to the situation. He said they site in their paperwork that there were four things, and a number of key findings, this is the 4th circuit, and the key findings were, this is in the case, the Simpson vs. Chesterfield Board of County Supervisors, which is interesting because that's where I'm from, Chesterfield County, VA, which is not the point, but I just mentioned it. He said whereas the 4th Circuit made a number of key findings about the prayer policy ruled constitutional in Simpson. He said this is what the four things were, they allowed for invocation for the benefit of the legislative body itself, rather than for the individual leading the invocation or for those who might also be present. He said secondly establish a practice of compelling, of compiling a list of local monotheistic congregations with addresses taken primarily from the phone book, and whereto the County Clerk would send an invitation each December addressed to religious leaders of each congregation. He said three, required the County Clerk to schedule respondence to the invocation to give the invocation on a first come, first serve basis and four, made plain that the County Board was not affiliated with any one specific faith by opening its doors to a wide pool of clergy. He said also added to that is the so-called moment of silence. He said so it's not that the courts, my interpretation of all this, it's not that the 4th circuit said that we can't have prayer, you can have prayer, it's a question of who's going to deliver the prayer and the idea of a list of ministers. He said we had one tonight, it was a beautiful prayer, I thought, but that's one way you could accomplish what the court is trying to tell us here. He said the other thing is the so-called silent prayer as a possibility, where each person could deliver their own idea of the prayer. He said so you see there is a way of going here where you continue with the prayer, and you stay within the boundaries of what the 4th circuit said so I just bring that up to your attention as a possibility.

Vice-Chairman Langley said first of all, what we did tonight, I don't really have a problem with that, I mean it's good because God is not a respecter of persons. He said anybody that wants to pray He will certainly hear and honor their prayer, but my biggest concern is these people who sent us this email, they're in Washington, D.C. or they're in Ohio and the other thing is we have public comments every meeting. He said anybody who has a problem with a Commissioner praying, they should've stepped right there at that podium and said it. He said I just think it's wrong to throw rocks and then hide your hand. He said they should be man or woman enough to come here and say I don't appreciate you praying but we can continue to pray. He said that's one of the things, God has given everyone free will, we can accept him or reject him so anything that we chose not to do we cannot do and anything we want to do we can do so it just bothers me that people who have absolutely, positively nothing to do with Beaufort County is now trying to tell us how we should conduct ourselves and that bothers me.

Chairman Waters said I read the letter three times and they were criticizing me as chairman because of the fact that I asked everyone to stand and the person delivering it was either, well every time in the last eight years was an elected official. He said that's what I was getting out of it was that elected officials were always saying the prayer and we were asking everybody to stand when it might have made somebody a little bit uncomfortable. He said I'm not one for the silent prayer, I'm one for inviting different religious leaders from the County. He said it could be an elder or whatever the different denominations call it and we've got a lot of good people in Beaufort County so I don't think it would be any trouble filling that by inviting somebody in for each one of our meetings.

Commissioner Deatherage said I'm going to repeat what we've heard tonight already. He said Congress said the First Amendment says Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof. He said that's all it says that deals with religion right there. He said now we're not establishing any law or ordinance as to what religion we are endorsing or enforcing prayer. He said now I can see how in a very misconstrued way that someone says because you act in such a way you're establishing a pattern therefore it may be an ordinance, and that's not true, however in order to get around that I understand bringing in other people. He said I don't think we should spend too much time on it, it should be one of those things that is done with as little time spent as possible. He said you're going to have to open up the rights to people here that are not protestants, not Catholics, they're not Christians, but they're spiritual people and they should have the right, as well, to pray. He said I can endorse that with my vote, I will not endorse a moment of silence, it's not Christian and the way I was raised up when you pray you pray aloud and with a group whenever possible. He said that's the way I see that in particular so I think what has happened over the years there's been a misunderstanding of the Constitution, a misunderstanding of the so called separation of church and state and therefore that has snowballed, rolling down a hill and metastasized so some of the leftist lawyers think they have a foothold to change the way we organize our communities and govern our communities and this is a slippery slope for us. He said not for them, all they had to do was attack us and stay after us and if we cower we fail as leaders so we need to do whatever it takes as leaders to do as little as possible to make these people happy but whatever it takes to respect the first amendment. He said again, Congress shall make no law respective to the establishment of religion or prohibiting the free exercise thereof. He said I take that as

we let everybody have their say. He said the only thing I would suggest we do is give a certain time limit to those folks and spend no more than ten minutes of our meeting on the prayer portion but it will never take that much. He said if it does it does but again, no more than, the prayer was two minutes today and two minutes is enough, and no more than ten for everybody.

Chairman Waters said here again, the letter that we received, I read it there times, it did not say they were asking us not to have prayer, that's it in a nutshell. He said a lot of people are trying to read more into it than what's there but I got an email, didn't recognize the name, I said do you live in Beaufort County, NC or Ohio and she did have underneath her name "Ohioan" and she came right back and said she lived in Ohio so I think what we did tonight is the right thing to do. He said that's just my opinion.

Commissioner Walker said I liked how we did it tonight, it's not on the agenda but I would like to see that prayer streamed on the video and I would like to see that continue.

Chairman Waters said it was. He said it started at 5:30 the streaming and recording.

Commissioner Walker said I like the way of doing it with Rev. Langley, but this was a wonderful prayer tonight and I think we're going to get some good prayers and I think the tide will turn that we will get super prayers instead of nothing. He said I think this will be a good thing, but it needs to be on T.V.

Commissioner Rebholz said this lady from Ohio is interesting. He said I did respond to her.

Chairman Waters said here's where I think we are, I mean I would like to see, based on the conversation we had tonight, for you to have a one page policy that's very brief just so if Ms. Mosher gets an inquiry she can attach it and send it to them of how we're handling prayer in our meetings.

Commissioner Deatherage said it would be opened up to all spiritual groups, Christian or not.

Chairman Waters said we'll let you have two months to invite them.

Commissioner Rebholz said actually I don't know that you need to invite atheists because that's not a prayer.

Commissioner Deatherage said oh yeah, that's not spirituality so we can exclude them.

Commissioner Richardson said I'm going to proffer to the Board, I don't disagree with what anyone has said in here, but I'd like to proffer to the Board that we do nothing. He said if we start putting things in writing we're taking a risk and crafting something like this would be a problem. He said I just think that we do, that we've changed the way we do things and I don't think we need to justify it to anybody and if anybody wants to show up and see what we do they can but if you start sending out policy and you start writing there's a lot of risk in that to us.

Commissioner Booth said I agree with what the other Commissioners said except Commissioner Richardson. He said Commissioner Richardson is basically right but the good thing about it is you've got to respect, just like people say, I didn't have a problem with what we were doing but somebody had a problem with the way we were doing it but we'll never sit here and say we need to stop having prayer because if this lady from Ohio would come to some of our meetings she would stand up there and pray herself and I really think we need to always have a prayer, whoever it is, whether it's Muslim, Christian, I don't care who they are. He said if they want to come and pray then we're going to let them come and pray and stay out of the court system because these people from Ohio, they're lawyers get paid whether they go to court or not and we'd have to spend thousands of dollars trying to fight something we believe in, which is possible we'd still may go to court because she isn't going to quit, I now she isn't going to quit.

Commissioner Rebholz said let me suggest we not adopt a policy unless it's warranted by incidents that happen.

Chairman Waters said do you want to do that in the form of a motion.

Commissioner Rebholz said yes, well, no, I would agree with Commissioner Richardson that we just do nothing.

Vice-Chairman Langley said we should just continue on the same way we've done it.

Commissioner Rebholz said if something happens down the road that we need to have a policy, we can then.

Commissioner Deatherage said by consensus if we can all agree that if anybody wants to come and speak and pray, up to a certain point we should have a policy for everybody, an amount of time, that's it but they can say anything they want, not invited but they're welcome to come.

Commissioner Booth said you're talking about prayer now.

Commissioner Deatherage said I'm talking about prayer; I'm talking about prayer.

Commissioner Booth said because I don't want to sit for a 35-minute prayer.

Commissioner Deatherage said that's why there should be a time limit but I thin to respect the first amendment we have to at least say here and now that we all agree that we respect all religions and all religions have the right and access to our Commissioners court.

Chairman Waters said during the public comments we have 3 minutes that's open for that.

Commissioner Deatherage said they can pray if they wish. He said if you want to do it that way, I'm good with that.

Commissioner Richardson said the less said the better at this point. He said you need to cut it off.

Ms. Mosher said for my clarification we're going to continue to do it the way we did this evening.

Chairman Waters said yes.

Ms. Mosher said so it's pre-meeting and if somebody would like to be that person are they contacting you or me.

Chairman Waters said I would say contact you and I would also encourage any of the Commissioners, if they know of someone to coordinate it with you.

Commissioner Walker said in the event we don't get someone to pray what do we do.

Commissioner Richardson said we get someone from the audience.

Chairman Waters said I see two people out there tonight that could do it.

See Addendum 9

Draft Update to Chocowinity Portion of Beaufort County Joint CAMA Land Use Plan

Mr. Bryant Buck said I am taking this item on behalf of Manager Alligood, this evening, who's a little under the weather, I think we need to keep him in our prayers. He said the item is a draft update to the Chocowinity portion of the Beaufort County joint CAMA Land Use Plan. He said the Mid-East worked with the Town of Chocowinity to update their portion of the Beaufort County CAMA Land Use Plan. He said the Town requested this update to bring them into compliance with general statute 160-D, that you have heard about. He said there were no major changes, or no changes at all to the main document section or to anything under County jurisdiction. He said the document is attached, I'm sure everyone has had an opportunity to review it. He said the summary of the updates, basically we updated demographics and economic data for the town, we updated existing land use analysis for the Town of Chocowinity. He said we also added existing land use maps for Chocowinity jurisdiction only. He said those three maps were included in the inset. He said in part II we updated the goals, objectives, and policies for the Town and then in another part, Chocowinity specific, we added future land use category definitions for Chocowinity and also added a future land use map for Chocowinity's jurisdiction only. He said

there is no public hearing this evening required because the Town already advertised and held one. He said the update plan was unanimously adopted by the Town of Chocowinity Board of Commissioners at their January 3, 2023, meeting. He said so basically, we're coming to this group for approval of the update for the Chocowinity portion of the joint CAMA Land Use Plan. He said I'll be glad to answer any questions you may have.

Commissioner Booth said what do you need tonight.

Mr. Buck said we need approval from this Board to move forward with that draft plan.

Commissioner Rebholz said so it's included in the County plan.

Mr. Buck said that's correct and as you're aware, last year we went through, actually I guess it was two years ago we did the same kind of amendment for the Town of Belhaven to loosen some of their restrictions, which some of you recall. He said the Joint Land Use plan includes, it's Beaufort County but it includes a small section for each municipality within the County which basically, it's specific to their unique jurisdiction.

Motion: Commissioner Booth motioned to approve the updated joint CAMA Land Use Plan for the Town of Chocowinity. Commissioner Rebholz seconded.

Commissioner Richardson said does this plan apply to the ETJ for the Town of Chocowinity.

Mr. Buck said this does apply to the ETJ.

Commissioner Richardson said a couple of things that are in the Beaufort plan that I take exception to that we don't have to address tonight but I want to make you aware of is the County and municipalities, through their design review process will encourage the use of green infrastructure. He said I have a problem with that. He said if we update the County's we need to get that junk out of there. He said that's a critical statement, it doesn't need to be made. He said then it goes on to say the County will encourage more state administered storm water management rules. He said we're going to get into something with stormwater management rules that's in the County part of this plan. He said that is hurting us really bad in this County and is going to hurt us a whole lot worse. He said that is a political statement and we need to, when we review this thing again, I can assure you I'm going to be going over it with a sharp pencil on these political statements. He said the one question I had on the maps, since you have the maps in here, I had a little trouble understanding what they're on but our industrial park that belongs to the County, is that put in the plan. He said I know they don't like you to say zoning but that's what it is, is that within the plan, the land use of that so that we're not going to encumber any future development in that industrial park, which we have on the southside of the river.

Mr. Buck said it's recognized as industrial and remains industrial in the plan.

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

Fire/EMS Awards Banquet Request

Commissioner Rebholz said as most of you know, annually the Emergency Management and the Fire Districts in this County get together to have an awards banquet and recognize the individual participants in it. He said they are doing that on their own dime, they don't have any portion of funding other than that and my thought was we ought to support those first responders who are out there risking their lives to support the people of Beaufort County by simply supplying the funding for the plaques that they hand out, they in turn hand out to the people they want to recognize. He said my motion was to give $500 award to the winners of the Beaufort County fire fighters, officers, EMS and telecommunicators of the year.

Motion: Commissioner Rebholz motioned to award $500.00 to be put towards plaques for the First Responder recognition banquet. Commissioner Booth seconded. The vote was unanimous.

Workforce Housing Taskforce Charter

Commissioner Rebholz said we all approved some time ago establishing a Workforce Housing Taskforce. He said this is the charter for that Workforce Housing Taskforce. He said that's included and I'm seeking your approval on the charter. He said interestingly enough we tapped into the Chamber of Commerce and asked if they could survey their people who are all business people in Beaufort County, as the owners, and determine what their membership thought about housing and housing availability, specifically for their employees and I'd like to highlight some of that. He said 85% of the respondents, and there was almost 100 of them, responded and said that housing was barely or not available for their employees. He said 77% said the lack of housing plays a role in recruitment and retention of their employees and 91% said they feel there is a lack of housing for their youngest employees. He said so I think that just highlights the reason we need to see what's behind all of this and how do we encourage industry to solve this problem and that's the gist of this. He said you can read through the rest of this. He said on the second page is members. He said I'm suggesting we have a 14-member committee or taskforce. He said that would not prohibit anyone else from attending the meetings that wanted to be involved but Commissioner Deatherage I understand you might want to be involved because you're in the real estate business. He said I'll make a motion to accept it as the charter.

Commissioner Booth said I see here it's got 14 members. He said why wouldn't you use 13 or 15 in case you have votes or something.

Commissioner Rebholz said that's a good suggestion, we can go to 15.

Commissioner Richardson said I have comments. He said I'm really reluctant to get into this housing thing. He said the federal government has trillions of dollars in HUD and housing and all this, the forces that run the market in Beaufort County are well beyond anything the Commissioners control or anything that any Commissioner can do and it's like a lot of these study commissions or committees, they take on projects and suddenly they're way over in left field trying to do a housing project at public expense or something. He said I'm afraid of this going off and getting wild and I just wonder if there's been any study at all on the number of building lots to build houses on that are coming on stream in the next six or eight months in Beaufort County. He said do you have any idea.

Commissioner Rebholz said no, that would be part of the whole thing, the study of what is, where the need is and what the availability is. He said it could be just rehabbing existing houses that are out there. He said in answer to your question I think you need to look at the definition of workforce housing for this taskforce because it's defined as housing, and that apartments, condominiums, homes, and single families, that a new employee could afford on their income. He said an income could be single or dual based but it's housing that's affordable for them in their location where the work is. He said the biggest, I attended an event that was hosted by the Innerbanks Home Builders Association, and this was, this idea of lack of housing was discussed in some detail. He said the builders, the contractors, the developers don't even understand that a lack of housing exists in this community. He said they just don't understand it, they were standing up and saying oh wow, I'm going back and telling my company about this. He said there was also a discussion about mainly apartments, apartment complexes that are available for people, especially teachers and we were talking earlier about nurses but new nurses and stuff like that and what they can get into.

Commissioner Richardson said well I'm kind of in the business so what I can tell you is this, most of the lack of apartments being build, if apartments is the problem, or housing is restrictive ordinances and the resistance of the governing bodies of the incorporated areas in the County because they provide the infrastructure that is necessary to have these kinds of developments. He said the City of Washington, while the proffer that they're for this, they have low to moderate income housing and they're financing it. He said guess what low to moderate income housing is, it's $170,000 per unit. He said that's the City's idea of what this is and I can answer the question that I just asked you, I personally know of about 250 new lots that will be developed with water and sewer within the next year around Beaufort County and Washington so I'm going to vote against this because I think it's another useless function of government that we're out charging windmills and you're not going to win when you're out charging windmills. He said you need to read the book. He said we will start; I don't want to see us get off into left field with this whole project because the development for the housing is already coming about. He said if you want to do something you need to go to the municipalities and get them to change zoning and provide overlay districts so you can do apartments at reasonable prices and the other thing that happens, that has happened with this particular subject when you've gone about and gotten into it is you wind up with low income and section 8 housing. He said guess what you get when you get low income and section 8 housing, you get people who are not working to begin with. He said you're only making the problem a lot worse.

Commissioner Rebholz said specifically we're looking for housing for people that are working, not section 8, and that is totally outside the parameters of this group.

Commissioner Richardson said well the mortgage process for people that are working to get housing is they either rent apartments, and if you want apartments, I just told you how to do that, and if you want to sell low income housing these people qualify by making an application for a mortgage and proceeding with that. He said there's been some other schemes in Beaufort County since I've been a commissioner that involve getting people to start savings accounts so they can have a down payment, and they can show lenders that they are reliable. He said those failed miserably. He said you've got a problem that's unsolvable.

Commissioner Walker said if I don't qualify as one of the two Commissioners would I qualify as one of the three interested people.

Commissioner Rebholz said yes.

Commissioner Deatherage said I have one question and it's kind of an important question, how can you make this work without it costing the County any money whatsoever.

Commissioner Rebholz said I can't probably answer that. He said the intent is to probably make that happen. He said I don't think we're going to go down the rabbit hole of asking for County money or using county money. He said you'd have to approve that even if we did but based on the action that we had at the home builders, it's almost a marketing deal and it could be, and I think we all know what Washington did with the apartment complex that was out on Highland Avenue or Old Bath and how they turned that down. He said yeah, we may be dealing with the City of Washington on this I mean, developers are going to want water and sewer.

Commissioner Deatherage said let me take this one step further then, the City of Washington has, they have their own government, an overlay government of the County but they deal with less services and they like to get into housing, it gives them a reason to exist I guess so my opinion is you let Washington do that. He said my opinion is if we start setting up groups and the County is involved in any way in a sphere of influence then we'll be seen as playing favorites with certain groups over others, natural market forces will never come into effect. He said solving this problem is natural market forces. He said now, I have been harping for decades as a Commissioner that we need to have more vocational education in our schools. He said finally they're starting to do it, but they've been reluctant to do that. He said in order to have a workforce that can go to work and achieve and strive and learn a trade, that will help immeasurably. He said we all know about Biden inflation, too much money chasing to few goods all at one time and we see in materials higher than they've ever been before. He said they're coming down, but labor has not come down but now we're kind of in a little bit of a recession. He said interest rates are up to keep us from having a terrible economy. He said without a soft landing we're probably going to have an even worse recession than we've got right now. He said I hate to be negative but those are natural market forces. He said once those kick in you're going to see people going to work cheaper and materials be cheaper and you're going to see housing go down, irrespective of the interest rates being at a higher level with the federal reserve boosting their base rate to slow down development. He said so if we start getting involved and saying we'll make things right, we'll do our best to make it happen we're only going to cause more problems than we will ever be able to solve.

Commissioner Walker said I don't see how it will hurt to have some notables on this committee and if the City or another entity starts to get off into left field we'll be able to call them and say what's going on here. He said they may have an answer and they may not. He said I think this is a good thing and if it doesn't cost anything, just time, what difference does it make.

Motion: Commissioner Rebholz motioned for the Board to approve the charter for the Workforce Housing Taskforce. Commissioner Walker seconded.

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

See Addendum 10

Town of Bath Sewer Expansion

Commissioner Richardson said it's not up to me to give this report. He said does the Manager have anything on the Town of Bath sewer to report.

Ms. Radcliffe said no, not to my knowledge.

Commissioner Richardson said I understand that he can't be here and is not well but what I'd like for him to do is send an email to all the commissioners of what his report would've been on the Town of Bath sewer. He said for those of you who don't know what the Town of Bath Sewer is, it appears as though the Town of Bath is getting a large grant and they're going to build a pressure line coming to Washington and they're going to build it to small to have additions to the line between here and Bath. He said they're going to build it only to serve the Town of Bath and they have to cross the Beaufort County water and sewer district in order to do that and they're going to need our approval at some time in here and what we asked the Manager to do was find out what's going on with that and how much money was available, the sizing of the line, etcetera so I though things were going to be happening in a matter of months so we don't have much time on this. He said so if he would send a report to the Commissioners about what he has found out about this it would be very helpful insofar as the Commissioners deciding what we want to do or if we need to get additional funding. He said Rep. Kidwell got the funding for that; I hope he got enough funding for a real sewer system instead of a private system for the Town of Bath.

Stormwater Rule Discussion

Commissioner Richardson said the Manager was supposed to be here for this and I understand that Mr. Buck is going to answer questions about this. He said this is something, you talk about housing and you talk about regulations and you talk about keeping the price of housing down. He said this is called; this is different from the storm water rules. He said don't let storm water rules confuse you, it's a big political game, is all it is. He said this is called nutrient storm water rules. He said it concerns nitrogen and phosphorous. He said everybody thought you had to go out to Lowe's or the fertilizer plant, this is a game that's being played on a very sophisticated level and what it is, there has been a nutrient or phosphorus rule in Beaufort County and in the City of Washington and maybe Belhaven, I don't know about Belhaven but there's been a statute for many years and I would ask Mr. Buck to correct me because it's his agency that's been holding this so please step in at any time and correct what I'm saying but several years ago, without the knowledge of the Commissioners, and this is something else I'm concerned about, that this stuff goes on without the knowledge of Commissioners when our public officials who are supposedly running things don't notify us properly, it makes big problems. He said the legislature, in their infinite wisdom, has approved the re-work of nitrogen and phosphorus storm water rules. He said it's going to raise the cost of a building lot in a sub-division in the area, in the entire County by as much as $2,000 and $3,000 and what it comes down to, if you want to have a very dense development you have to literally by nitrogen and phosphorus from the State of North Carolina and those are expensive. He said it's like $170 per pound for phosphorus and it's like $12 or $15 per pound for nitrogen. He said you say that doesn't sound like much but when you have to buy 8 lbs. of phosphorous at $170 a pound over 10 acres times 30 years you're getting into some real money. He said my credentials in having this discussion is that I have done several of these projects and I have bought nitrogen and phosphorous from the State for my clients so I know what I'm talking about with this. He said this came up, I discovered this when the City of Washington invited people to come to a hearing with the City of Washington so they could discuss the new storm water rules. He said I thought I'm going to go down there and they're going to tell you to file a different paper and it's not going to amount to a hill of beans. He said when I got there what I found out was they had increased an area you could have on a lot, it's 24% now, they had decreased it by 8%, decreased it to 22%. He said this is a bid deal because if you take a small lot in a sub-division and you're trying to jam a house and a driveway, everything that's impervious, and a storage building, all that lot, you're going to have to go buy out nitrogen and phosphorous in order to have a viable sub-division and that means paying the State as much as $1,500 to $2,000 a lot in order to make this work. He said Commissioner Rebholz, you're talking about housing and why housing costs so much, this is what you should be working on is over regulation of the industry and I am very concerned that this happened without the Commissioners even knowing about it. He said I had to go to a City meeting to even find out about this. He said this becomes law on like May the 1st of this year, within two or three

months, and it's going to be put in front of you as Commissioners and told well you don't have any choice but to vote for this. He said that's not the way the world works. He said the reason you don't have any choice but to vote for this is because you weren't notified two or three years ago when they started this process, when we could've weighed into this and had something done and I want to remind those of you that are new on this Board that about eight or ten years ago Beaufort County got the storm water rules changed in North Carolina because I was the lead Commissioner. He said we went to Raleigh, we sat in a big room with big people and we listened DENR, DEQ, you heard Cliff Williams say they were having DEQ problems down in Aurora with development, sat in the big room and everything that came up it was the same story, well we need to refer this to our attorneys so that they can come back and tell us what to do. He said all they were doing is trying to block us and stimy us, it didn't work because every time they went into that I got up and sited the rules because I do the work. He said everybody said we would not be successful, but the legislature saw it our way and they changed the law. He said we have officials that we pay, the County pays to look after this for us. He said they're supposed to be in here reporting this to us that there's an issue out there that can affect development in Beaufort County but instead we're forming a committee to study the situation. He said we need people who are doing their job and are doing what they're supposed to be doing. He said my understanding at this point is, and I'm not blaming you because it's up to our officials that we higher to look after us, but your group has reviewed these plans, you've been through these plans and you are ready to bring that to us for us to approve.

Mr. Buck said not at this point Commissioner Richardson. He said where it's at we, and I'll give you a chronology so you have a timeline, a glance at the timeline of how this kind of materialized. He said in early 2021 we were informed that the statute changed. He said that the statute was changed April 2020 so early 2021 we were informed that the statute changed. He said they came around with a series of webinars held for communities vetting their ordinances and local programs. He said in mid-2021 a model ordinance and local program was released by the State and then in late 2021 we basically, understanding the delicate nature of this issue we followed the minimum state requirements. He said I remember Commissioner Richardson, we were all involved in the storm water back in late 2009 or so but anyway, we discussed with DEQ and the County Manager a recommendation was for the State to approve the documents first and then the Board was given the option. He said in case there were any changes recommended by the State we wouldn't have to go back to the Board multiple times. He said the County Manager signed off on the draft ordinance and local program, it was submitted to the DEQ marked "draft, not adopted by the Board of Commissioners". He said in mid-2022 DEQ responded back with their comments. He said again, we followed the minimum state requirements. He said in July 2022 we prepared the requested provisions. He said the County Manager signed, it was submitted to NCDEQ marked "Draft, Not adopted by the Board of Commissioners". He said it was also discussed with the County Manager that required education parts of the local program need to be implemented, it was discussed at length. He said it was recommended that the County contract with the Clean Water education partnership, as they can meet the requirements most efficiently, so we tried to work through most of the details of meeting their requirements of the updated, mandated storm water ordinance. He said in late 2022 we still had not heard back from DEQ, we emailed the contact at DEQ, haven't heard back so we basically have no status on the agreement. He said we talked to the County Manager and decided the educational component would wait until the model ordinance and the local program went to the Board and we could handle it all at once. He said we bring it all back to this Board all at once, instead of piecemealing it you would get the entire picture. He said currently I've emailed and contacted DEQ for status of the update a few weeks ago, still haven't heard back from DEQ and we continue to follow up with phone calls. He said my understanding is that there is a log, a backlog of many of these items going through. He said in I guess it was mid-last year the commissioner met and basically put the breaks on certain items of the stormwater so this backlog kind of kept backing up because these haven't been adopted or put back through to their local jurisdiction for adoption. He said so right now I'm not sure of the status. He said the goal was to bring the County into compliance with the stormwater general statute changes that were enacted in 2020. He said that's our goal.

Commissioner Richardson said thank you for that, that was very comprehensive. He said this is a very damning ordinance. He said the additional work, you're only going to be successful with this ordinance if you're Mr. Property Owner you are not going to be able to get this permit. He said you'd have to come somebody like me who's an engineer who understands this stuff and does it because you have to get a line, you have to use a certain computer program, you have to know how to apply certain various things in order to get a permit and how to use the regulations to your clients best advantage so it's probably going to cost and extra $1,000 per lot for me, yeah, that's high, it's going to cost that much because you have to do a lot of things, and then you're probably going to have to pay if you do a normal sub-division, a couple thousand dollars per block. He said that includes an estimate of $3,000 per lot in Beaufort County and you want to hold this down but you're going to sit here and vote on this stuff. He said I make money on this but I'm against it. He said it does not serve a real purpose. He said now, who is in this. He said there are several different stormwater rules so don't get carried away with

stormwater. He said stormwater is not flood water. He said stormwater is the treatment of the water on the surface. He said we build these mudholes that you see around that the water flows through and supposedly cleans it up. He said there are several different kinds of stormwater. He said in addition to nutrient stormwater the developer is going to have to do normal state, what's called state stormwater. He said you've got both of these that you have to jump through in order to get where you want to go so we're running the cost up every day. He said from reading this proposal ordinance that I have of the draft of this thing it looks like we're not going to accomplish this without additional staff. He said whether we hire you guys at the Mid-East to do this or whether we do it ourselves or whether we set a standard that we're going to accept the engineers seal, which you can do. He said that's called the strict liability, which I advocate rather than hiring staff to sit down and review these things and call me with these inane questions that don't amount to a hill of beans about changing plans and all that sort of stuff so I don't have a problem with straight liability on this and the County doing it that way but if you don't accept it the way it's presented then you're going to have to hire your own engineer to do this. He said the second way is to hire someone with the technical ability to run a checklist on this and you're probably going to run a checklist anyway. He said for those that I have done in the past that involved Beaufort County, we have this law in Beaufort County right now, the County has had to go out and hire somebody to review the process in order to see what I did was correct. He said the County, up until now, we have tip-toed in enforcing this. He said I have not made an issue of it because if I had a client that I thought was at risk I would do nutrient stormwater for them but normally if it's just a few lots or something I would let it go and not make an issue out of it. He said my understanding is one of the reasons this is happening and the reason it's been done is the State is clamping down and they're going to be imposing enforcement. He said now, we've heard about these different stormwater plans. He said the nutrient stormwater plan for the Pamlico-Tar river basin, there's another one for the Nuese river basin but the one for the Pamlico-Tar river basin, by statute includes certain towns and it includes, for some reason I think Beaufort County is the only one that's in it, it includes Beaufort County and these different towns so you ask yourself this, well there's a long story that I'm not going to bore you with about how we got to where we are but there's a reason for how we got to where we are. He said my thoughts about this at this time, my recommendation to this Board is that we go to our elected officials and ask for a local bill be entered to remove the County from this because we're the only County that's in it. He said the density in Beaufort County is certainly not like the density of development in any town or city so I can make that as a motion, we can have some more discussion, I'll be glad to answer questions about this. He said going on and reading the rest of this ordinance we have to do things like an education process, like he was talking about. He said we have to set up somebody to go out and talk to people about stormwater. He said we have to do searches for what's called illegal drains, illegal this and illegal that. He said when you read this it is a very involved thing. He said we have to set up a hotline, think about this, the County is going to have a hotline for somebody to call in about somebody violating some stormwater ordinance and the environmental rules are so complex that you're going to burden that hotline with everything from beavers right on up to this so this is going to become a nightmare for the County before it's over with and it's going to become very expensive before it's over with and before you get done with it.

Commissioner Rebholz said what do you think we ought to do.

Commissioner Richardson said I think we ought to pass a resolution and ask Rep. Kidwell to enter local bills to exclude Beaufort County from this law and let the cities and towns to stay in it. He said it benefits the cities and towns, I said I wasn't going to bore you with this but the purpose of this was to benefit the cities and towns. He said we don't need to get into the how's and the why's because there aren't that many people that know those answers. He said they don't even understand it when they hear it but we need to be out of this because this is going to hurt development. He said the motion is to ask our senator and our house member to enter local bills to exclude Beaufort County from the nutrient stormwater rules and get ready for your telephone to start ringing when you do that because you're going to hear from DENR, you're going to hear from every longhaired environmentalist east of the Mississippi.

Motion: Commissioner Richardson motioned to ask our senator and our house member to enter local bills to exclude Beaufort County from the nutrient stormwater rules. Commissioner Deatherage seconded.

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

Commissioner Walker

Beaufort County as a Border County Discussion

Commissioner Deatherage said whatever point I would like to make tonight I think Capt. Davenport made it quite well earlier tonight when he said that, and this is just one of the many issues we have with a wide open southern border, for political sake, the number one thing he said was 200% to 300% more fentanyl in our area that he sees in the last year and a half and it's probably on an ascending rate right now. He said that in and of itself is enough reason for us to protect our constituents, our citizens of this County, at some point raise an objection against what's happening down there. He said now there's already talk about impeaching the Yorkist, that will happen, whether it will pass, I don't know but I will tell you this there are democrat lawmakers from down near the border who ready for action because they see the effects of what's going on and how it's destroying their communities and I would argue eventually it will destroy ours. He said this country is not set up to take in everybody from all over the world. He said we will die as a republic if this is allowed to continue and I think that is the wishes of some of the people that began this. He said this non-enforcement at the border, and let's face it borders give us our sovereignty. He said we are not a sovereign nation without borders, that's just the way it works so Capt. Davenport made the perfect argument tonight that we have 200-300% more poison in our community which is going to be killing more people and that's just one of the issues. He said we could talk about child trafficking and other human trafficking and let's face it our administration, our executive is an accessory to the crimes that are being committed at the border, which I would argue it's the world's largest crime scene and it will affect us and it is affecting us now but at a much higher rate in the future so I ask you now to get your heart right and expect more commentary from individuals that are facing it on our streets, like Capt. Davenport.

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Vice-Chairman Langley motioned to go into closed session. Commissioner Rebholz seconded. The vote was unanimous.

Motion: Vice-Chairman Langley motioned to come out of closed session. Commissioner Rebholz seconded. The vote was unanimous.

Chairman Waters said we did have a discussion in closed session and we need to have a motion to accept the recommended proposals by our outside attorney.

Motion: Commissioner Booth motioned to accept the terms of the opioid lawsuit agreement. Commissioner Rebholz seconded. The vote was unanimous.

Commissioner Comments

Commissioner Richardson said I'm going to be brief with this. He said the County has been taken sever advantage tonight by political tricksters who have taken your surplus money that should be given back to you as taxpayers and dumping it into one of their slush funds. He said believe me they have a way they want to spend this money, or they wouldn't be so enthusiastic about doing this.

Motion: Commissioner Booth motioned to adjourn. Commissioner Rebholz seconded. The vote was unanimous.

Adjourned at 9:27 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Surplus, Health Dept – JaNell Octigan, Health Director
2. Surplus, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
3. Communications System PO Approval –Victoria vanNortwick, E-911 Director
4. National Opioid Abatement Trust II, Additional Opioid Funds – Anita Radcliffe, Finance Officer
5. Opioid Spending Resolution – Anita Radcliffe, Finance Officer
6. Interdepartmental Transfers Memo – Anita Radcliffe, Finance Officer
7. Mid-East RPO Washington/Greenville Greenway Study Grant – Anita Radcliffe, Finance Officer
8. Request for Refund of Excise Tax – Brian Alligood, County Manager
9. Tax Office Refunds Over $100.00 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
10. Aurora/Richland Township Fire and Rescue Tax Advisory Board Appointment - Brian Alligood, County Manager
11. Workforce Development Appointment – Katie Mosher, Clerk to the Board
12. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board

Purchase Order

Fiscal Year 2023

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

Purchase Order # 20230463-002

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	$49,080.0000	$49,080.00
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	$6,500.0000	$6,500.00
5	Shipping	1.0000	EACH	$350.0000	$350.00

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

294325 - 551000 $138,415.00

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	$138,415.00
Purchase Order Total	$138,415.00

Hallie H Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

110
VENDOR COPY

Beaufort County
Finance

Budget Amendment Request

Department: E-9111 Surcharge SRF **Date of Request: 2-6-23**

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
29-4325-551000	Capital Outlay Equipment	138,415	
29-0180-499100	Appropriated Fund Balance	138.415	

Department Justification: To budget E-911 Surcharge fund balance to purchase and install recorder system.

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	[signature]	20 Jan 2023
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Finance

Budget Amendment Request

Department: Opioid Settlement Special Revenue Fund **Date of Request: 2/6/23**

FY Budget: FY 22/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
82-4690-599500	Future Opioid Settement Expenses	20,201	
82-3690-433046	NOAT II (National Opioid Abatement Trust II) Revenue	20,201	

Department Justification: To account for additional opioid funds from the National Opioid Abatement Trust II fund.

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. _____	

A RESOLUTION BY THE COUNTY OF BEAUFORT TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Beaufort County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Beaufort County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Beaufort County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
    a. Name of strategy: Opioid Peer Support
    b. Strategy is included in Exhibit B
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B: "Part One: Treatment, Strategy C.10
    d. Amounted authorized for this strategy: $317,772
    e. Period of time during which expenditure may take place:
        Start date 09/06/22 through End date 06/30/25
    f. Description of the program, project, or activity: Peer support specialists to participate in treatment teams and offer guidance based on lessons they have learned from their own recovery journeys.
    g. Provider: Clear Point

2. Second strategy authorized
    a. Name of strategy: Opioid Health Educator
    b. Strategy is included in Exhibit B
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B: "Part Two: Prevention, Strategy G.9
    d. Amounted authorized for this strategy: $197,347
    e. Period of time during which expenditure may take place:
        Start date 09/06/22 through End date 06/30/25
    f. Description of the program, project, or activity: Public Health Educator to provide comprehensive substance misuse health education for Beaufort County adolescents ages 11-14 through an education intervention program.
    g. Provider: Beaufort County Health Department

3. Third authorized strategy
    a. Name of strategy: Opioid Project Support
    b. Strategy is included in Exhibit B
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B: "Part Two: Prevention, Strategy G.6
    d. Amounted authorized for this strategy: $30,000
    e. Period of time during which expenditure may take place:
        Start date 09/06/22 through End date 06/30/25
    f. Description of the program, project, or activity: Funding to support community projects addressing substance misuse and/or prevention in Beaufort County.
    g. Provider: BC360

4. Fourth authorized strategy
    a. Name of strategy: Opioid Behavioral Health Taskforce Coordinator
    b. Strategy is included in Exhibit B
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B: "Part Three: Other Strategies, Strategy J.1
    d. Amounted authorized for this strategy: $69,458
    e. Period of time during which expenditure may take place:
        Start date 07/01/24 through End date 06/30/25
    f. Description of the program, project, or activity: Funding to support the Behavioral Health Taskforce Coordinator position.
    g. Provider: Beaufort County Health Department

5. Fifth authorized strategy
    a. Name of strategy: Opioid Operational Supplies
    b. Strategy is included in Exhibit B
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B: "Part Three: Other Strategies, Strategy J.3
    d. Amounted authorized for this strategy: $8,000
    e. Period of time during which expenditure may take place:
        Start date 09/06/22 through End date 06/30/25
    f. Description of the program, project, or activity: Supplies for Opioid Health Educator and Behavioral Health Taskforce Coordinator
    g. Provider: Beaufort County Health Department

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is $622,577.

Adopted this the 9th day of January 2023.

Frankie Waters, Chair
Beaufort County Board of Commissioners

ATTEST:

Beaufort Clerk to the Board

COUNTY SEAL

#397

Beaufort County Finance

Budget Amendment Request

Department: Emergency Management **Date of Request:** 1/20/23

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
104390-554000	Capital Outlay - Vehicles		$8,000
104330-554000	Capital Outlay - Vehicles	$8,000	

POSTED 11/20/23

Department Justification: (Please provide a detailed explanation)

We are moving this money to cover the cost to purchase radios & lights upfit for the EM – 2023 Chevrolet Silverado.

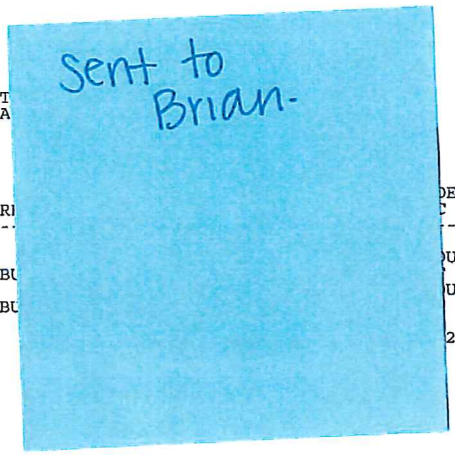
If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		1/20/23
Finance Officer	ACR	1/24/23
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for transfers between Personal Services, Operating & Capital account	1/24/23
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15



CLERK: 265ahale

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC RE	DESC	T	OB	DEBIT	CREDIT
2023 7 397					
BUA 104390-554000 01/20/2023 EMS BU	UTLAY-VEHICLES RADIOS LIGHTS FOR EM		5		8,000.00
BUA 104330-554000 01/20/2023 EMS BU	UTLAY-VEHICLES RADIOS LIGHTS FOR EM		5	8,000.00	
	2023/07/397	TOTAL		.00	.00

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Allena Hale **

#441

Beaufort County Finance

Budget Amendment Request

POSTED 1/25/23 AH

Department: Sheriff's Office **Date of Request:** January 12, 2023

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
294325-532100	~~Surcharge Budget Line~~ Telephone		$14,055
294325-535200	Hardware Maintenance	$ 1,675	
294325-519500	Implemental Functions	$12,380	
104310-526043	LE Supplies		$11,000
104310-544000	Maintenance Contracts	$11,000	
104320-569310	Safekeeping Capacity		$7,000
104320-531000	Professional Development		$1,500
104320-544000	Maintenance Contracts	$8,500	

Department Justification: This will allow for coverage of deficits in each budget line for contract services involving policy reviews, contract agreement for detention, a UPS unit and computers for E911.

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	[signature]	18 JAN 23
Finance Officer	ACR	1/23/23
	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2023 07	441	01/12/2023	BUDGET	INTRADEPT	BUA	SHERIFF	1	1		
1	294325 29 -4325-532100-	532100		EMERGENCY PHONE SYSTEM FUND	TELEPHONE COVER DEFICITS FOR E911	01/12/2023	81,860.00	-14,055.00	67,805.00	
2	294325 29 -4325-535200-	535200		EMERGENCY PHONE SYSTEM FUND	HARDWARE MAINTENANCE COVER DEFICITS FOR E911	01/12/2023	16,357.00	1,675.00	18,032.00	
3	294325 29 -4325-519500-	519500		EMERGENCY PHONE SYSTEM FUND	IMPLEMENTAL FUNCTIONS COVER DEFICITS FOR E911	01/12/2023	92,298.00	12,380.00	104,678.00	
4	104310 10 -4310-526043-	526043		SHERIFF	LAW ENFORCEMENT SUPPLIES COVER DEFICITS FOR SHERIFF	01/12/2023	60,000.00	-11,000.00	49,000.00	
5	104310 10 -4310-544000-	544000		SHERIFF	CONTRACT SERVICES COVER DEFICITS FORSHERIFF	01/12/2023	4,500.00	11,000.00	15,500.00	
6	104320 10 -4320-569310-	569310		JAIL	SAFEKEEPING-CAPACITY COVER DEFICITS FOR JAIL	01/12/2023	150,000.00	-7,000.00	143,000.00	
7	104320 10 -4320-531000-	531000		JAIL	PROFESSIONAL DEVELOPMENT COVER DEFICITS FOR JAIL	01/12/2023	20,000.00	-1,500.00	18,500.00	
8	104320 10 -4320-544000-	544000		JAIL	CONTRACT SERVICES COVER DEFICITS FOR JAIL	01/12/2023	37,773.00	8,500.00	46,273.00	
					** JOURNAL TOTAL			0.00		

CLERK: 265ahale

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 7 441									
BUA 294325-532100					TELEPHONE	5			14,055.00
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR E911				
BUA 294325-535200					HARDWARE MAINTENANCE	5		1,675.00	
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR E911				
BUA 294325-519500					IMPLEMENTAL FUNCTIONS	5		12,380.00	
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR E911				
BUA 104310-526043					LAW ENFORCEMENT SUPPLIES	5			11,000.00
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR SHERIFF				
BUA 104310-544000					CONTRACT SERVICES	5		11,000.00	
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FORSHERIFF				
BUA 104320-569310					SAFEKEEPING-CAPACITY	5			7,000.00
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR JAIL				
BUA 104320-531000					PROFESSIONAL DEVELOPMENT	5			1,500.00
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR JAIL				
BUA 104320-544000					CONTRACT SERVICES	5		8,500.00	
01/12/2023 SHERIFF	BUDGET INTRADEPT				COVER DEFICITS FOR JAIL				
					JOURNAL 2023/07/441 TOTAL			.00	.00

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Allena Hale **

Beaufort County
Finance

Budget Amendment Request

Department: Planning **Date of Request: 2-6-23**

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0200-489000	Miscellaneous Income		138,250
10-4900-549101	Mid-East Commission		138,250

Department Justification: To remove grant portion of the Mid-East RPO Washington/Greenville Greenway Feasiblity Study that will now flow through Mid-East Commission.

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. _____	

Brian Alligood

From: Carolyn Garris
Sent: Friday, January 13, 2023 4:04 PM
To: Brian Alligood
Cc: Anita Radcliffe; Ashley Winstead
Subject: Refund of Excise Tax
Attachments: 2023_01_13_15_34_44.pdf

Good Afternoon Brian:

Attached you will find a letter from the Law Offices of L Allen Hahn requesting a refund of excise taxes overpaid due to filing the same Deed twice. Hahn's office has corrected the error by filing and having recorded a "Corrective or Scrivener's Affidavit for Notice of Typographical or Other Minor Error". Attached you will find the documents referred to herein. Therefore, Mr. Hahn is eligible for the prescribed refund. I have attached a copy of Article 8E § 105-228.37 (a) (b) (c) (e) in respect to "Refund of overpayment of tax".

Please let me know if I need to fill out anything with supporting documentation to go before the commissioners. Thank you in advance for your guidance.

Carolyn L Garris
Register of Deeds
Beaufort County Register of Deeds
Beaufort County Courthouse
112 W 2nd Street
Washington, NC 27889
252-946-2323
carolyn.garris@beaufortcountync.gov

L. ALLEN HAHN
ATTORNEY AT LAW
504 A RED BANKS ROAD
GREENVILLE, NORTH CAROLINA 27858

TELEPHONE
(252) 756-6970

EMAIL packages@allenhahnlaw.com

FAX
(252) 756-2837

January 5, 2023

RE: Recorded Deed – Duplicate

To Whom It May Concern:

On January 5, 2023, our office submitted a deed to the Beaufort County Register of Deeds through Simplifile. Grantor was Carolyn S. Sloan, widow, and the Grantees were George Wayne Stranger and wife, Patsy Edmonds Stranger. The Deed was originally recorded in Book 2127, Pages 79-82 (See attached), Beaufort County Registry with Revenue Stamps of $464.00. A second deed was entered into Simplifile in error and was recorded in Deed Book 2127, Pages 87-90, Beaufort County Registry. Our office is requesting that the revenue stamps of $464.00 be refunded to our office for the deed that was recorded in Book 2127, Pages 87-90 (See attached), Beaufort County Registry. The second deed was recorded in error and therefore it created an excess of revenue stamps in the amount of $464.00 and our office is requesting that the refund check be made payable to L. Allen Hahn, Attorney for the excess revenue stamps. Thank you for your consideration of this request.

Sincerely,

L. Allen Hahn, Attorney

FOR REGISTRATION REGISTER OF DEEDS
Carolyn L. Garris
Beaufort County, NC
Electronically Recorded
January 5, 2023 1:12:41 PM
Book 2127 Page 79 - 82
Fee: $26.00
NC REVENUE STAMP: $464.00
INSTRUMENT # 2023000058

Beaufort County Land Records
Form Number: 59181

MRM — Land Records Official
01/05/2023 — Date

The Attorney preparing this instrument has made no record search or examination as to the property herein described, unless the same is shown by his written and signed certificate.

Prepared By: L. Allen Hahn, P.A. *a licensed North Carolina Attorney. Delinquent taxes, if any to be paid by the closing Attorney to the County tax collector upon disbursement of closing proceeds.*

Return To: GRANTEES
See Below

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT
Stamps $464.00
Parcel # 11468

THIS DEED, made and entered into this the 3rd day of January, 2023, by and between, **CAROLYN S. SLOAN, widow,** of 204 Willows Court, Washington, North Carolina 27889, hereinafter called GRANTOR, and **GEORGE WAYNE STRANGER and wife, PATSY EDMONDS STRANGER,** of 204 Willows Court, Washington, North Carolina 27889, hereinafter called GRANTEES;

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration to him in hand paid by Grantees, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, in fee simple, the following described real property, to-wit:

Submitted electronically by "L. Allen Hahn"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Beaufort County Register of Deeds.

FOR REGISTRATION REGISTER OF DEEDS
Carolyn L. Garris
Beaufort County, NC
Electronically Recorded
January 5, 2023 1:42:16 PM
Book 2127 Page 87 - 90
Fee: $26.00
NC REVENUE STAMP: $464.00
INSTRUMENT # 2023000060

Beaufort County Land Records
Form Number: 59181

MRM
Land Records Official

01/05/2023
Date

The Attorney preparing this instrument has made no record search or examination as to the property herein described, unless the same is shown by his written and signed certificate.

Prepared By: L. Allen Hahn, P.A. *a licensed North Carolina Attorney. Delinquent taxes, if any to be paid by the closing Attorney to the County tax collector upon disbursement of closing proceeds.*

Return To: GRANTEES
See Below

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT
Stamps $464.00
Parcel # 11468

THIS DEED, made and entered into this the 3rd day of January, 2023, by and between, **CAROLYN S. SLOAN, widow,** of 204 Willows Court, Washington, North Carolina 27889, hereinafter called GRANTOR, and **GEORGE WAYNE STRANGER and wife, PATSY EDMONDS STRANGER,** of 204 Willows Court, Washington, North Carolina 27889, hereinafter called GRANTEES;

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration to him in hand paid by Grantees, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, in fee simple, the following described real property, to-wit:

Submitted electronically by "L. Allen Hahn"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Beaufort County Register of Deeds.

FOR REGISTRATION REGISTER OF DEEDS
Carolyn L. Garris
Beaufort County, NC
Electronically Recorded
January 12, 2023 8:43:00 AM
Book 2127 Page 444 - 444
Fee: $26.00

INSTRUMENT # 2023000144

CORRECTIVE OR SCRIVENER'S AFFIDAVIT FOR NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR

[N.C.G.S. 47-36.1]

Prepared by: L. ALLEN HAHN, ATTORNEY

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the Deed recorded on January 5, 2023, in Book 2127, Page 87, Beaufort County Registry, by and between Carolyn S. Sloan, widow, hereinafter Grantor, to George Wayne Stranger and wife, Patsy Edmonds Stranger, hereinafter Grantees, was recorded in Error; and this Affidavit is made to give notice of the following corrective information:

The Deed recorded in Book 2127 at Page 87 is a duplicate Original of the deed recorded in Book 2127 at Page 79 and was recorded in error. There was no need to record the same deed twice.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

____ Drafter or preparer of the previously recorded instrument
__✓__ Closing attorney for transaction involving the previously recorded instrument
____ Attorney for grantor/mortgagor named above in the previously recorded instrument
____ Owner of the property described in the previously recorded instrument
____ Other (Explain: _____)

A copy of the previously recorded instrument (in part or in whole) (___) is / (✓) is not attached.

Signature of Affiant
Print or Type Name: L. Allen Hahn, Attorney

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Craven

Signed and sworn to (or affirmed) before me, this the 12th day of January, 2023.

My Commission Expires: 09/17/2025

Donna S. Boyd
Notary Public

(Affix Official/Notarial Seal)

DONNA S. BOYD
NOTARY PUBLIC
CRAVEN COUNTY, NC

Submitted electronically by "L. Allen Hahn"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Beaufort County Register of Deeds.

Revised February 15, 2009

Article 8E.

Excise Tax on Conveyances.

§ 105-228.28. Scope.

This Article applies to every person conveying an interest in real estate located in North Carolina other than a governmental unit or an instrumentality of a governmental unit. (1967, c. 986, s. 1; 1999-28, s. 1.)

§ 105-228.29. Exemptions.

This Article does not apply to any of the following transfers of an interest in real property:

(1) By operation of law.
(2) By lease for a term of years.
(3) By or pursuant to the provisions of a will.
(4) By intestacy.
(5) By gift.
(6) If no consideration in property or money is due or paid by the transferee to the transferor.
(7) By merger, conversion, or consolidation.
(8) By an instrument securing indebtedness. (1967, c. 986, s. 1; 1999-28, s. 1; 1999-369, s. 5.10(a)-(c).)

§ 105-228.30. Imposition of excise tax; distribution of proceeds.

(a) An excise tax is levied on each instrument by which any interest in real property is conveyed to another person. The tax rate is one dollar ($1.00) on each five hundred dollars ($500.00) or fractional part thereof of the consideration or value of the interest conveyed. The transferor must pay the tax to the register of deeds of the county in which the real estate is located before recording the instrument of conveyance. If the instrument transfers a parcel of real estate lying in two or more counties, however, the tax must be paid to the register of deeds of the county in which the greater part of the real estate with respect to value lies.

The excise tax on instruments imposed by this Article applies to timber deeds and contracts for the sale of standing timber to the same extent as if these deeds and contracts conveyed an interest in real property.

(b) The register of deeds of each county must remit the proceeds of the tax levied by this section to the county finance officer. The finance officer of each county must credit one-half of the proceeds to the county's general fund and remit the remaining one-half of the proceeds, less taxes refunded and the county's allowance for administrative expenses, to the Department of Revenue on a monthly basis. A county may retain two percent (2%) of the amount of tax proceeds allocated for remittance to the Department of Revenue as compensation for the county's cost in collecting and remitting the State's share of the tax. The Department of Revenue shall credit the funds remitted to the Department of Revenue under this subsection to the General Fund. (1967, c. 986, s. 1; 1991, c. 689, s. 338; 1991 (Reg. Sess., 1992), c. 1019, s. 1; 1993

(Reg. Sess., 1994), c. 772, s. 2; 1995, c. 456, s. 3; 1999-28, s. 1; 2000-16, s. 1; 2001-427, s. 14(a); 2011-330, s. 30(b); 2013-360, s. 14.4(a).)

§ 105-228.31. Repealed by Session Laws 1999-28, s. 1.

§ 105-228.32. Instrument must be marked to reflect tax paid.

A person who presents an instrument for registration must report to the Register of Deeds the amount of tax due. It is the duty of the person presenting the instrument for registration to report the correct amount of tax due. Before the instrument may be recorded, the Register of Deeds must collect the tax due and mark the instrument to indicate that the tax has been paid and the amount of the tax paid. (1967, c. 986, s. 1; 1969, c. 599, s. 1; 1973, c. 476, s. 193; 1999-28, s. 1; 2009-454, s. 2.)

§ 105-228.33. Taxes recoverable by action.

A county may recover unpaid taxes under this Article in an action in the name of the county brought in the superior court of the county. The action may be filed if the taxes remain unpaid more than 30 days after the register of deeds has demanded payment. In such actions, costs of court shall include a fee to the county of twenty-five dollars ($25.00) for expense of collection. (1967, c. 986, s. 1; 1999-28, s. 1.)

§ 105-228.34: Repealed by Session Laws 1999-28, s. 1.

§ 105-228.35. Administrative provisions.

Except as otherwise provided in this Article, the provisions of Article 9 of this Chapter apply to this Article. (1967, c. 986, s. 1; 1999-28, s. 1; 2000-170, s. 1.)

§ 105-228.36: Repealed by Session Laws 1999-28, s. 1.

§ 105-228.37. Refund of overpayment of tax.

(a) Refund Request. - A taxpayer who pays more tax than is due under this Article may request a refund of the overpayment by filing a written request for a refund with the board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due.

(b) Hearing by County. - A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a decision on the requested refund within 90 days after conducting a hearing under this subsection.

(c) Process if Refund Granted. - If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision.

(d) Process if Refund Denied. - If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11.

(e) Recording Correct Deed. - Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected.

When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded.

(f) Interest. - An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

§§ 105-228.38 through 105-228.89. Reserved for future codification purposes.

North Carolina Vehicle Tax System

Jan 1 - 26

NCVTS Pending Refund report

Report Date 1/27/2023 1:27:05 PM

Payee Name	Primary Owner	Secondary Owner	Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CHERRY, JAMES ELBERT	CHERRY, JAMES ELBERT	CHERRY, MARGARET ROMOZZI	RNK3464	Refund Generated due to proration on Bill #0062632615-2022-2022-0000-00	Vehicle Sold	01/12/2023	G01	Tax	($141.06)	$0.00	($141.06)
							F63	Tax	($9.25)	$0.00	($9.25)
							E02	Tax	($11.28)	$0.00	($11.28)
										Refund	$161.59
CHIRAVELLI, JAMES CARMINE	CHIRAVELLI, JAMES CARMINE	CHIRAVELLI, CATHERINE	RAA1467	Refund Generated due to proration on Bill #0061714675-2021-2021-0000-00	Reg . Out of state	01/19/2023	G01	Tax	($63.67)	$0.00	($63.67)
							C01	Tax	($53.99)	$0.00	($53.99)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$117.66
CORDON, NICHOLAS RYAN	CORDON, NICHOLAS RYAN		ZB65902	Refund Generated due to adjustment on Bill #0069901762-2022-2022-0000	Situs error	01/03/2023	G01	Tax	$0.00	$0.00	$0.00
							C01	Tax	($1,305.00)	$0.00	($1305.00)
							C01	Vehicle Fee	($5.00)	$0.00	($5.00)
							F63	Tax	$92.25	$0.00	$92.25
							ER	Tax	$112.50	$0.00	$112.50
										Refund	$1105.25
CORDON, NICHOLAS RYAN	CORDON, NICHOLAS RYAN		JJR6161	Refund Generated due to adjustment on Bill #0069864038-2022-2022-0000	Situs error	01/19/2023	G01	Tax	$0.00	$0.00	$0.00
							C01	Tax	($311.72)	$0.00	($311.72)
							C01	Vehicle Fee	($5.00)	$0.00	($5.00)
							F63	Tax	$22.04	$0.00	$22.04
							ER	Tax	$26.87	$0.00	$26.87
										Refund	$267.81
DECARO, BARBARA JEAN	DECARO, BARBARA JEAN	PERRY, JACOB SAMUEL	FBP1752	Refund Generated due to proration on Bill #0062657916-2022-2022-0000-00	Vehicle Totalled	01/05/2023	G01	Tax	($123.61)	$0.00	($123.61)
							F63	Tax	($8.11)	$0.00	($8.11)
							E05	Tax	($6.92)	$0.00	($6.92)
										Refund	$138.64
HODGES, DONALD RAY	HODGES, DONALD RAY		91232	Refund Generated due to adjustment on Bill #0070171155-2022-2022-0000-00	Adjustment	01/20/2023	G01	Tax	($156.87)	$0.00	($156.87)
							F60	Tax	($10.79)	$0.00	($10.79)
							E12	Tax	($12.55)	$0.00	($12.55)
										Refund	$180.21
NOLAN, IRIS ANGEL	NOLAN, IRIS ANGEL		KEK6793	Refund Generated due to proration on Bill #0070138611-2022-2022-0000-00	Vehicle Sold	01/23/2023	G01	Tax	($395.59)	$0.00	($395.59)
							C01	Tax	($367.11)	$0.00	($367.11)
							C01	Vehicle Fee	($5.00)	$0.00	($5.00)
										Refund	$767.70
PENA	PENA		TJH9581	Refund Generated due	Vehicle Sold	01/24/2023	G01	Tax	($131.50)	$0.00	($131.50)

North Carolina Vehicle Tax System

Jan 1 - 26

NCVTS Pending Refund report

Report Date 1/27/2023 1:27:05 PM

NAVARRO, RAMON	NAVARRO, RAMON			to proration on Bill #0065017136-2022-2022-0000-00			F63	Tax	($8.63)	$0.00	($8.63)
							ER	Tax	($10.52)	$0.00	($10.52)
										Refund	$150.65
PITT COUNTY TAX ADMINISTRATION	BENTON, CAROL HINES		CL36752	[AS0168] - Refund Generated due to adjustment on abstract # : 0070149094-2021-2021-0000-RMV	Change of County	01/17/2023	G01	Tax	($148.10)	($14.07)	($162.17)
							C01	Tax	($125.59)	($11.93)	($137.52)
							C01	Vehicle Fee	($5.00)	$0.00	($5.00)
										Refund	$304.69
TIDELAND EMC	TIDELAND EMC		KCP6658	Refund Generated due to adjustment on Bill #0069361792-2022-2022-0000-00	Exempt Property	01/12/2023	G01	Tax	($266.64)	$0.00	($266.64)
							C04	Tax	($68.26)	$0.00	($68.26)
							E09	Tax	($21.33)	$0.00	($21.33)
										Refund	$356.23
TIDELAND EMC	TIDELAND EMC		KCP6659	Refund Generated due to adjustment on Bill #0069361945-2022-2022-0000-00	Exempt Property	01/12/2023	G01	Tax	($266.64)	$0.00	($266.64)
							C04	Tax	($68.26)	$0.00	($68.26)
							E09	Tax	($21.33)	$0.00	($21.33)
										Refund	$356.23
										Refund Total	$3906.66

Date run: 1/27/2023 1:43:31 PM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction	Refund
912237	ALLAN WINSTEAD	55 INLET WAY CHOCOWINITY,NC 27817	Refund on Bill # 0009532456-2022-2022-0000-00	DPCADJ	1/9/2023 7:00:11 PM	157.04
912757	JO ANN FOSTER BOYD	3340 HARVEY RD WASHINGTON,NC 27889	Refund on Bill # 0000000357-2022-2022-0000-00	DPCREL	1/10/2023 7:00:10 PM	222.91
912782	JUSTIN DAVID BLACKMAN	7283 TERRA CEIA RD PANTEGO,NC 27860	Refund on Bill # 0000039814-2022-2022-0000-00	DPCREL	1/10/2023 7:00:10 PM	322.20
913798	ELIZABETH SELLECK	5034 MARKET ST EXT WASHINGTON,NC 27889	Refund on Bill # 0009547631-2022-2022-0000-00	DPCADJ	1/19/2023 7:00:08 PM	270.61

134

Trans #	Refund Recipient Name	Refund Description	Opid	Refund Amount ($)
900508	NICHOLASRCORDON	Overpayment on Payment of CHECK on Bill # 0000052028-2022-2022-0000-00 of $365.69	WKINION	365.69
905635	D R HORTON, INC.	Overpayment on Payment of CHECK on Bill # 0000016021-2022-2022-0000-00 of $2.00	FPITTMAN	2.00
905877	TANDYOLIVERDUNN	Overpayment on Payment of OTHER on Bill # 0009544395-2022-2022-0000-00 of $65.00	WKINION	65.00
905964	MACKALLENPAUL	Overpayment on Payment of CHECK on Bill # 0000052028-2022-2022-0000-00 of $365.69	DPCLBX	356.71
906652	ZACHERYTHOMASMANNING	Overpayment on Payment of CHECK on Bill # 0000028927-2022-2022-0000-00 of $1,657.05	DPCLBX	1,657.05
906656	FREDERICKMYRONKAPLAN	Overpayment on Payment of CHECK on Bill # 0000041632-2022-2022-0000-00 of $2,323.97	DPCLBX	2,323.97
906718	DAVIDCRAIGEDWARDS	Overpayment on Payment of CHECK on Bill # 0000048158-2022-2022-0000-00 of $3,973.33	DPCLBX	3,973.33
906728	RICHARDADAMBOYD	Overpayment on Payment of CHECK on Bill # 0009522939-2022-2022-0000-00 of $3,772.00	DPCLBX	3,772.00
906789	ADABEAVERSCHANDLER	Overpayment on Payment of CHECK on Bill # 0000005580-2022-2022-0000-00 of $5.59	DPCLBX	5.59
906793	JOHNCHOOKER	Overpayment on Payment of CHECK on Bill # 0000028463-2022-2022-0000-00 of $103.86	DPCLBX	103.86
906944	FISHING CREEK PROPERTIES LLC	Overpayment on Payment of CHECK on Bill # 0000001375-2022-2022-0000-00 of $119.44	DPCLBX	119.44
907011	JOSEPHJBASILIERE	Overpayment on Payment of CHECK on Bill # 0000040387-2022-2022-0000-00 of $14.71	DPCLBX	14.71
907036	DEVINDRAKE	Overpayment on Payment of CHECK on Bill # 0000038359-2022-2022-0000-00 of $2,910.92	DPCLBX	2,910.92
907121	LENWOODEARLBROCK	Overpayment on Payment of CHECK on Bill # 0000019873-2022-2022-0000-00 of $118.20	WKINION	118.20
907586	BRUCEEDWARDSIMPSON	Overpayment on Payment of MONEYORDER on Bill # 0000041722-2022-2022-0000-00 of $2.81	FPITTMAN	2.81
908036	JESSERAYTETTERTON	Overpayment on Payment of CHECK on Bill # 0000033013-2022-2022-0000-00 of $769.00	WKINION	769.00
908151	GEORGEEKEAN	Overpayment on Payment of CHECK on Bill # 0000019573-2022-2022-0000-00 of $513.75	DPCLBX	513.75
908357	BETTYMWHICHARD	Overpayment on Payment of CHECK on Bill # 0000003428-2022-2022-0000-00 of $3,438.61	DPCLBX	3,438.61
909791	ANDERIAATAYLOR	Overpayment on Payment of CHECK on Bill # 0000006079-2022-2022-0000-00 of $9.75	DPCLBX	9.75
909810	WALTONPO'NEAL	Overpayment on Payment of CHECK on Bill # 0000050217-2022-2022-0000-00 of $1,485.72	DPCLBX	1,485.72
909810	WALTONPO'NEAL	Overpayment on Payment of CHECK on Bill # 0000030029-2022-2022-0000-00 of $1,320.95	DPCLBX	1,320.95
909981	RIVERSIDE BUILDERS LLC	Overpayment on Payment of CHECK on Bill # 0000037720-2022-2022-0000-00 of $261.26	DPCLBX	261.26
910355	AUSTIN BROTHERS LLP	Overpayment on Payment of CHECK on Bill # 0000034658-2022-2022-0000-00 of $534.47	WKINION	534.47

910590	ROBERTFWOZNIAK	Overpayment on Payment of OTHER on Bill # 0000006187-2022-2022-0000-00 of $15.00	WKINION	15.00
910784	DICK BROADCASTING CO. INC. OF TENN.	Overpayment on Payment of CHECK on Bill # 0009549962-2022-2022-0000-00 of $2,129.08	WKINION	2,129.08
910880	ROBERTWILLIAMNEWMAN	Overpayment on Payment of CHECK on Bill # 0000020977-2022-2022-0000-00 of $391.64	FPITTMAN	391.64
911223	BOSS DEVELOPMENT, LLC	Overpayment on Payment of CHECK on Bill # 0000007358-2022-2022-0000-00 of $746.38	C9BEATB	746.38
911474	LESTERBRADDY	Overpayment on Payment of MONEYORDER on Bill # 0000020842-2022-2022-0000-00 of $3.00	FPITTMAN	3.00
911539	WILLIAMSCOTTWILLIAMSON	Overpayment on Payment of CHECK on Bill # 0000050915-2022-2022-0000-00 of $466.83	WKINION	466.83
911935	RUSHING PROPERTIES LLC	Overpayment on Payment of CHECK on Bill # 0009549492-2022-2022-0000-00 of $3,101.37	DPCLBX	3,101.37
912237	ALLANWINSTEAD	Refund on Bill # 0009532456-2022-2022-0000-00	DPCADJ	157.04
912340	EUNICEMSPEED	Overpayment on Payment of CHECK on Bill # 0000014705-2022-2022-0000-00 of $1,102.81	DPCLBX	1,102.81
912352	MILTONRHENDERSON	Overpayment on Payment of CHECK on Bill # 0000044169-2022-2022-0000-00 of $483.30	DPCLBX	483.30
912376	RAYMONDLEELATHAM	Overpayment on Payment of CHECK on Bill # 0000040131-2022-2022-0000-00 of $271.03	DPCLBX	271.03
912404	JUDYCBAGGETT	Overpayment on Payment of CHECK on Bill # 0000034718-2022-2022-0000-00 of $39.00	DPCLBX	39.00
912407	GARYCOWOSKI	Overpayment on Payment of CHECK on Bill # 0000027718-2022-2022-0000-00 of $2,497.47	DPCLBX	2,497.47
912436	RAYMONDLEELATHAM	Overpayment on Payment of CHECK on Bill # 0009549041-2022-2022-0000-00 of $231.17	DPCLBX	231.17
912467	MILTONRHENDERSON	Overpayment on Payment of CHECK on Bill # 0000044169-2022-2022-0000-00 of $483.30	DPCLBX	483.30
912652	BILLYEEARP	Overpayment on Payment of OTHER on Bill # 0000017655-2022-2022-0000-00 of $4.43	WKINION	4.43
912655	EDWARDJEWELLMOSS	Overpayment on Payment of OTHER on Bill # 0000027687-2022-2022-0000-00 of $1,702.14	WKINION	1,702.14
913258	URSULAROXANNESWALES	Overpayment on Payment of OTHER on Bill # 0009436814-2012-2012-0000-00 of $75.13	WKINION	75.13
913260	PAULMSWENSON	Overpayment on Payment of OTHER on Bill # 0000046788-2017-2017-0000-00 of $545.98	WKINION	545.98
913261	PAULMSWENSON	Overpayment on Payment of OTHER on Bill # 0000046788-2016-2016-0000-00 of $563.50	WKINION	563.50
913604	LYDABISHOPGRAY	Overpayment on Payment of CHECK on Bill # 0009538129-2022-2022-0000-00 of $312.00	FPITTMAN	312.00
913627	BRENDARANDREOLI	Overpayment on Payment of OTHER on Bill # 0000000354-2022-2022-0000-00 of $574.82	WKINION	574.82
913633	CHARLESKEITHRESPESS	Overpayment on Payment of OTHER on Bill # 0000008523-2022-2022-0070-00 of $103.16	WKINION	103.16

913637	PHILIPROYCEWHITLEY	Overpayment on Payment of OTHER on Bill # 0009540963-2022-2022-0000-00 of $1.60	WKINION	1.60
913638	CLAUDIADJONES	Overpayment on Payment of OTHER on Bill # 0000037412-2022-2022-0000-00 of $142.00	WKINION	142.00
913799	JAMESGREGORYTAYLOR	Overpayment on Payment of CHECK on Bill # 0000048982-2020-2020-0001-00 of $831.47	WKINION	831.47
914158	BERNARDRAYMONDUNDERHILL	Overpayment on Payment of OTHER on Bill # 0000030837-2022-2022-0000-00 of $771.85	WKINION	771.85

Brian Alligood

From: aurora fire
Sent: Monday, January 30, 2023 1:31 PM
To: Brian Alligood
Cc: Chris Newkirk
Subject: Aurora/Richland Fire and Rescue Tax Advisory Board
Attachments: Bernard Moore Tax Board appointment request.pdf

Mr. Alligood,

Please see the attachment for an appointment request for Mr. Bernard Moore to replace Mr. Charlie Cutler on our Tax Advisory Board for the Edward and Bonnerton area. I believe the County Commissioners have to approve an appointment and hope this letter will suffice for our request. If we need to make the presentation in person, please let me know so I can attend the meeting and request to be put on the agenda.

And to follow up on two appointment requests from last year, we had two members resign at the end of last year's meeting. Mr. H.O. Paul and Mr. Robert Cayton both informed us of their intentions. When I sent up our budget package, included in it was a request to have Mr. Steve Mayo replace Mr. Paul as our representative for the South Creek, Campbell's Creek, and Royal area and to have Mr. Marvin Sartin replace Mr. Cayton as the representative for the Small and Tunstall Swamp area of the Township. Hopefully those appointments went through ok. If we need to have further discussion on them, or for Mr. Bernard, please let me know.

Let me know if you have any questions or concerns.

Kevin Bonner, Chief
Aurora Volunteer Fire Department, Inc.
(p) 252-322-4213
(c) 252-670-6743
(f) 252-322-2006

NEW EMAIL aurorafire@beaufortcountync.gov

AURORA VOLUNTEER FIRE DEPARTMENT, INC.

SERVING AURORA AND RICHLAND TOWNSHIP

01-30-2023

County Manager Brian Alligood
121 West 3rd Street
Washington, NC 27889

Mr. Alligood and Beaufort County Commissioners,

This letter is to inform you that Mr. Charlie Cutler has notified us of his desire to resign from the Aurora/Richland Township Fire and Rescue Tax Advisory Board. Mr. Cutler has been a respected member of the Board for several years but said his health has put limitations on him and that stepping down would be best for him.

As you know, the members of the Advisory Board are picked in such a way that all areas of the Township are represented. We, Aurora VFD and Aurora EMS, would like to recommend Mr. Bernard Moore to replace Mr. Cutler as the representative from the Edward and Bonnerton area. I have spoken with Mr. Moore, and he is willing to accept the position should you decide to make the appointment.

Please do not hesitate to reach out if you have any questions or concern.

Respectfully sent,

Kevin Bonner

Kevin Bonner, Chief
Aurora Volunteer Fire Department, Inc.

STATEMENT OF INTEREST TO SERVE

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

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

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

1. _workforce development board____ 2. _____

3. _____ 4. ____ Any/All Boards/Committees (check if applicable)

Note: By applying for the above listed boards and commissions, I have no known apparent or potential conflict of interest.

* If you are responding to specific criteria for a position, please explain further:
_____.

Full Name: _Lindsey A. Crisp_____ Sex: _Male_____
Residence Address: 131 Riverview Drive_____ Race: _Caucasian _____
City and Zip Code: _Washington, NC 27889_____

Mailing Address (If different): _129 Christian Service Camp Rd_____
City and Zip Code: _Washington, NC 27889_____

Home Phone No.: __252-714-0606_____
Cell Phone No.: ____252-714-0606_____
Work Phone No.: ___252-833-0501_____
Fax No.: _____

Employer: _Carver Machine Works, Inc._____
Job Title: __President_____

E-mail Address: __lcrisp@cmwglobal.com_____

Do you live within the extraterritorial jurisdiction of a municipality? _yes_____

Educational Background:
Name of High School Attended: _J. H. Rose High School_____
Name of College Attended: __East Carolina University_____
Degree Received: __Batchelor of Science in Accounting_____

Please list any military experience: __N/A_____

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

_____

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

Work Experience: __Carver Machine Works, Inc. since 2005_____
__Dixon Hughes, LLC 2001-2005_____
__Online Information Services, Inc. 1994-2001_____
_____

Volunteer Experience: _Workforce development board, Beaufort County Committee of 100
_Boy Scouts of America, Pamlico Planation Home Owners Association, Vidant Beaufort Director, East Carolina University Engineering Advisory Board__
_____
_____

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

Signature: _____
Date: 01/24/2023

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

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

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

ADDENDUM 2

Public Hearing – Abandoned Road

PUBLIC NOTICE

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 intends 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 5:30 pm on Monday, the 6 th of February 2023, at 136 W 2 nd 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 Commissioner Deatherage, and duly seconded by Commissioner Walker, the above resolution was duly adopted by the Board of Commissioners at the meeting held on the 9 th day of January 2023.

Washington Daily News:
Jan. 18, 25 and Feb. 1, 2023
RESOLUTION

NORTH CAROLINA
BEAUFORT COUNTY

ORDINANCE AND ORDER CLOSING A PORTION OF THE FORMER LOCATION OF SECONDARY ROAD 1516, BEAUFORT COUNTY, NORTH CAROLINA

WHEREAS, Amanda D. Sasnett, Attorney for Marie Peedin dba F and P Properties, LLC filed a written petition with the Beaufort County Board of Commissioners to close the former location of Secondary Road 1516 to public use; and

WHEREAS, the Board of Commissioners on January 9, 2023 adopted a Resolution Declaring Intent to Permanently Abandon and Close that portion of the former location of Secondary Road 1516 and set a public hearing to consider the question at a regular meeting on February 6, 2023; and

WHEREAS, the notice of public hearing was published in the Washington Daily News, a newspaper of general circulation in Beaufort County, North Carolina once a week for three successive weeks prior to said public hearing as evidenced by the publisher's affidavit filed with the minutes of February 6, 2023; and

WHEREAS, a copy of said notice of public hearing was prominently posted at two places along the road; and were forwarded by certified mail to all owners of the property who did not join in the petition as evidenced by the affidavit filed with the minutes of February 6, 2023; and

WHEREAS, at said public hearing on February 6, 2023, no public comments were made; and

WHEREAS, it appeared to the then Board of Commissioners that closing a portion of the former location of Secondary Road 1516 was neither detrimental nor contrary to the public interest and that no individual owning property at the vicinity of said road would by virtue of such closing be deprived of reasonable means of ingress and egress to their property; and

WHEREAS, upon a motion duly seconded, the Board of Commissioners voted ____ for and _____ against to approve the closing of a portion of the former location of Secondary Road 1516 as shown on that NCDOT map attached to the original Petition; and

NOW THEREFORE BE IT ORDAINED AND ORDERED by the Commissioners of the County of Beaufort as follows:

1. That pursuant to N.C. Gen. Stat. § 153A-241 the portion of the former location of Secondary Road 1516 in Beaufort County and being more particularly shown on that NCDOT map attached hereto shall be closed to public use.

2. That pursuant to N.C. Gen. Stat. § 153A-241, a certified copy of this Ordinance and Order be filed in the Office of the Register of Deeds of Beaufort County North Carolina.
3. That this Ordinance and Order shall be effective upon its adoption.

Read and approved on the first reading by a vote of _____ for and _____ against for the approval of this Ordinance and Order on the 6th day of February, 2023.

ADOPTED THE 6th DAY OF February, 2023 and executed this the _____ day of _____, 2023, *nunc pro tunc*.

BEAUFORT COUNTY BOARD OF COMMISSIONERS

_____
Frankie Waters, Chairman

ATTEST:

_____
Katie Mosher, Clerk to Board

APPROVED AS TO FORM:

_____
David Francisco, County Attorney

NORTH CAROLINA
BEAUFORT COUNTY

I, Katie Mosher, Clerk to the Board of County Commissioners, do hereby certify that the above is a true and exact copy of the ORDINANCE AND ORDER CLOSING A PORTION OF THE FORMER LOCATION OF SECONDARY ROAD 1516, BEAUFORT COUNTY, NORTH CAROLINA adopted and approved by the Beaufort County Board of Commissioners on the 6th day of February, 2023, and now executed to reflect the action of the Board of Commissioners at that time.

_____
County Clerk

(official seal)

ADDENDUM 3

Vehicle Purchase, Sheriff's Office

PERFORMANCE AUTOMOTIVE

CHRYSLER DODGE Jeep RAM Ford

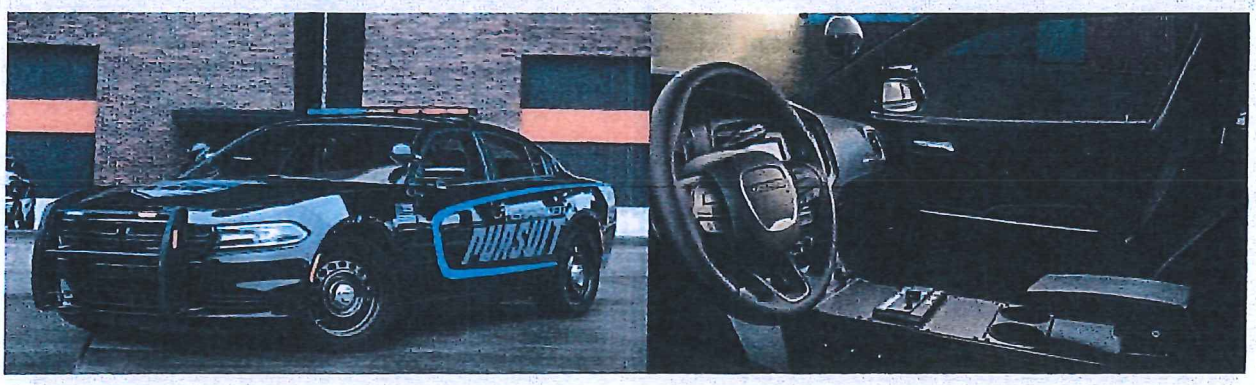
2023 Dodge Charger Pursuit

North Carolina Statewide Vehicle Contract #202100002

Category H - Law Enforcement Vehicles

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

Beaufort County NC



Drivetrain Configurations

5.7L Hemi V-8	☑	LDDE48	2023 Charger Pursuit, 5.7L Hemi V-8 RWD	$ 35,328.69
3.6L V-6	☐	LDEE48	2023 Charger Pursuit, 3.6L V-6 AWD	$ 34,639.64

NC70A Base Vehicle Configuration

Base Powertrain Configuration

LDDE48	5.7L Hemi V-8 MDS VVT Engine, 8 Speed Automatic Transmission	Base
LDEE48	3.6L V-6 24 Valve VVT Engine, 8 Speed Automatic Transmission	Base

Base Interior Configuration

Vinyl	Vinyl Floor Covering	Base
Front	Cloth Front Seat Covering	Base
C8/X9	Cloth Rear Seat Coverning	Base

Base Package / Options

Wheels	Black Steel Wheels with Chrome Center Caps	Base
Tires	P225/60R18 BSW Performance Tires	Base
	Power Windows, Door Locks, Mirrors	Base
	Rear View Camera	Base
	140 MPH limited top speed	Base
	No Overhead Dome/Map Light - No Spotlight standard	Base
FOBS	2 Key FOBs Standard, Must order GXQ for additional FOBs	

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

		Seat/Trim Options	MSRP	6% Disc
☐	C8/X5	HD Cloth Bucket Front Seat / Cloth Rear Seat	STD	STD
☑	X5/X9	HD Cloth Bucket Front Seat / Vinyl Rear Seat	$ 135	$ 126.90
		Functional Packages	**MSRP**	**6% Disc**
☐	AEB	Street Appearance Group	$ 420	$ 394.80
☐	AHM	Convenience Group I	$ 540	$ 507.60
☐	AWC	Fleet Safety Group	$ 395	$ 371.30
☐	AYJ	Max Flow Package	$ 170	$ 159.80
		Interior Options	**MSRP**	**6% Disc**
☐	CKD	Carpet Floor Covering	$ 140	$ 131.60
☑	LBG	Overhead Map and Reading Lights	$ 85	$ 79.90
☐	CUF	Full Length Floor Console	$ 330	$ 310.20
☐	UJG	Uconnect 4 Radio with 7" Screen	$ 995	$ 935.30
☑	FOB	2 Key Fobs Standard	STD	STD
☑	GXQ	Additional Non Keyed Alike FOBS *(8 Total)*	$ 170	$ 159.80
☐	XFX	Equipment Mounting Bracket	$ 115	$ 108.10
		Exterior Options	**MSRP**	**6% Disc**
☐	CAPS	Black Steel Wheels with Chrome Center Caps	STD	STD
☑	W8A	18" Wheel Covers *(W8A 5 Spoke RWD, W8B Slotted AWD)*	$ 45	$ 42.30
☐	TYL	245/55R18 BSW Performance Tires	$ 200	$ 188.00
☐	TBF	Spare Tire Delete	$ (90)	$ (84.60)
☐	TBH	Full Spare Tire Relocation Bracket	$ 165	$ 155.10
☐	GUK	Power Heated Mirrors with Manual Fold Away	$ 70	$ 65.80
☐	MDA	Front License Plate Bracket	N/C	N/C
☐	HGC	Rear Shelf Silencer Insulation	$ 45	$ 42.30
		Spotlight Options	**MSRP**	**6% Disc**
☐	LNF	Black Driver Side Spotlight (Halogen)	$ 235	$ 220.90
☐	LNA	Matching Passenger Side Spotlight (Halogen)	$ 235	$ 220.90
☐	LNX	LED Spotlight Bulb	$ 150	$ 141.00
		Law Enforcement Options	**MSRP**	**6% Disc**
☐	CUG	Police Floor Console	$ 840	$ 789.60
☐	CW6	Deactivate Rear Doors & Windows	$ 85	$ 79.90
☐	LSA	Security Alarm	$ 165	$ 155.10
☐	MSY	Delete Exterior Badging	N/C	N/C
☐	XDG	Passenger Side Ballistic Door Panel	$ 2,635	$ 2,476.90
☐	XDV	Driver's Side Ballistic Door Panel	$ 2,635	$ 2,476.90
☐	CBT	Steel Seat Back Panel Inserts	$ 150	$ 141.00
☐	GXF	Fleet Keyed Alike *(Freq 1-GXF, Freq 2-GXA, Freq 3-GXE, Freq 4-GXG)*	$ 160	$ 150.40

		Additional Options		
☐				$ -
☐				$ -
☐				$ -
☐				$ -
☐	Tier 1	Tier 1 Color Upcharge ($90 Per Car)		$ 90.00
☐	Tier 2	Tier 2 Color Upcharge ($375 Per Car)		$ 375.00
☐	Tier 3	Tier 3 Color Upcharge ($525 Per Car)		$ 525.00

Standard Colors:

			Quantity
		No Cost Colors	
☐	PX8	Pitch Black Clear Coat	
☐	PR3	TorRed Clear Coat	
☑	PW7	Bright White Clear Coat	1.00
		Tier 1 - Additional $90 Per Car	
☐	PAU	Granite Pearl Coat	
☐	PSE	Triple Nickel Clear Coat	
☐	PCA	Frostbite	
☐	PFQ	F-8 Green	
		Tier 2 - Additional $375 Per Car	
☐	PRV	Octane Red Pearl Coat	
☐	PVP	Go Mango	
☐	PEC	Sinamon Stick	
		Tier 3 - Additional $525 Per Car	
☐	PB8	Midnight Blue Pearl Coat	
☐	P79	Michigan State Police Blue	
☐	PB5	Electric Blue Pearl Coat	
☐	P82	Ranger Clear Coat	

Enter Quantity Here

Emergency Equipment/Lighting Upfit

☐			
☐			
☐			
☐			

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

Total Price Per Vehicle: $ 35,737.59

Number Units This Spec: 1.00

Total this Order: $ 35,737.59

Notes & Instructions:

Stock Vehicles are quote Subject to Prior Sale

Agency Information:

Agency Name:	Beaufort County NC
Contact:	Michael Gerard
Position:	Captain
Address 1:	210 N Market St
Address 2:	
City, State, Zip:	Washington, NC 27889
Office Phone:	252-946-7111
Cell Phone:	252-944-6699
Email:	mgerard@co.beaufort.nc.us

Amy Hill

Government & Fleet Sales

605 Warsaw Road
Clinton, NC 28328
ahill@ramclinton.com
(336) 687-7964 Cell

Dianne Nelms

Government & Fleet Sales

605 Warsaw Road
Clinton, NC 28328
dnelms@ramclinton.com
(910) 214-2956 Cell

ADDENDUM 4

Health Department and Emergency Services
LED Building Sign

MEGA LED TECHNOLOGY

2601 Pinewood Drive
Grand Prairie, TX, 75051
(888)315-7446
www.megasigninc.com

QUOTE

2707169000115026266
Dec 15, 2022 01:33 PM

Prepared For	Beaufort County Health Department JaNell Octigan 252-940-5090 janell.octigan@bchd.net	**Ship To** **Beaufort County Health Department** 1436 Highland Dr. Washington NC 27889
Project Name	Beaufort County Health Department 10mm HD 37 Alpha 68 INSTALLED	
Amount	$ 34,279.00	
Quote Valid For	60 Days	
Sales Person	Jerry Johnson (888) 315-7446 Ext.153 jerry@megasigninc.com	

Product Details	Quantity
ALP-68-DF 6' x 8' Alpha All-in-one Lighted Identification Cabinet with LED Display Double Face	1
The Alpha Series was brought to life with the intention of providing the best quality sign at fair and honest price. Alpha Series is designed to eliminate the costs associated with bloated and inefficient supply chains and pass the savings direct to client. High prices don't always mean high quality. Alpha Series offer amazing quality products at great prices. All-in-one cabinet with lighted identification sign with LED Display. All Aluminum cabinet construction with powered coated to withstand extreme weather conditions, UV coated Lexan, efficient LED lighting, temperature-controlled cabinet, and finally, pair it with available LED sign sizes.	
Pedestal 24" (2ft) - 150MPH	1
Steel Support Structure made of Square Steel Tubing with Mounting Plates on top bottom. Engineered upto 150MPH. Primed and Painted to match. *Stamped engineering drawing available upon request- additional charges apply	
Customized Base Plates	1
Mega LED will manufacturer your new pedestal with matching base plates so your new sign will simply fit onto the current bolt pattern. Make sure you communicate with your Project Manager and send them the on-center-dimensions of your current mounting method. The matching base plates will save you time and money.	

Product Details	Quantity
LifeTime Warranty - Sign Structure and Sign Face Sign Structure and Sign Face: Under normal use and service should the sign structure or identification of the sign malfunction DURING THE LIFE OF THE SIGN due to defects in workmanship or materials, except for LEDs and power supplies, the Company will, at its option, repair or replace any defective materials. Vandalism to Sign Faces: This limited warranty covers poly-carbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet.	1
MP10-37-SMD Premier Full Color LED Display 10mm 3' 3-3/4" x 7' 6-1/4" Pixel Matrix 96x224 Premier Series outdoor LED displays feature rugged Line-X coated all aluminum cabinets made right here in the USA. Toll Free Lifetime Diagnostics Support and 5 Year Parts & Factory Labor Warranty, 160 degree viewing angle LEDs on our IP65 Rated front and back water proof modules, Front Serviceable cabinets, Universally Sized Modules to allow easy future upgradability, Conformal Coated Delta Power Supplies, Oversized 12" Deep Cooling Fan Hoods to keep water out of displays, Energy Efficient, Operating temperature -22F to 140F. MET Labs Certified and tested compliant with UL48, UL8750, UL1433 **Display Specification** **Series: Premier** **Total Dimension (ft): 3' 3-3/4" x 7' 6-1/4"** **Active Viewing Area (ft): 3' 1-3/4" x 7' 4-1/4"** **Pixel Pitch: 10mm** **Color Capability: 281 Trillion Colors** **Pixel Matrix: 96x224** **Pixel Configuration: All-in-one SMD 1 Red / 1 Green / 1 Blue** **Brightness: 8,500 NITS** **Viewing Angle: 170 Degree Horizontal / 160V Degree Vertical** **Minumum Character Height: 2 3/4 inch** **Maximum Character Height: 37 inch** **Maximum Lines: 12** **Estimated Weight: 258.048 lbs** **Maintenance: Front Service** **Electrical Requirement Per Face** **Regular Operating Watts: 581** **Maximum Boot-up Watts: 1935** **Max Amps @120V: 16.1** **Max Amps @240V: 8.1** **Estimated Monthly Electricity Cost: $34** ***Estimated @ Operating 18hrs / Day @ $.11/kWH**	2
10 Year Parts Availability Guarantee Mega LED Technology guarantees to keep all parts for the above Premier LED display in stock and made available to the customer.	1
Wifi - Extended Range Advanced 2.4 GHz Wireless Communication System designed and built for severe weather conditions. Enables fast, wireless transmission of data files and content seamlessly to your LED display at distances up to 1,000 feet apart with line of sight. Protects your important files and LED display messages from outside interference or tampering. Communication is done via tried and tested TCPIP communication with WPA/PSK Security Encryption. - Outdoor access point antenna included - Outdoor sign antenna included - Mounting hardware included.	1

Product Details	Quantity
LifeTime Diagnostic Warranty Mega LED offers, for the life of the LED sign or signs purchased within this quote; technical support, diagnostics, and remote repair if applicable. This LifeTime Diagnostic Warranty is free for the life of the sign. This warranty does NOT include on-site visits for manual repairs by a certified technician.	1
Mega Cloud Software MEGA Cloud is a true cloud-based LED Sign software, and there is no software to install. Access Your Digital Signage from any Internet-Connected Device (PC, Mac, or Mobile). No Worries with Automatic Updates and Easy Access! Our service resides on the internet, or "in the cloud." This allows clients to securely login from any PC, Mac, or mobile device connected to the internet to operate their display. Updates to the system are fully automatic and new features are available immediately. Your Content is Safe and Secure. All content and schedules are securely stored in the client's online library and backed up daily to make sure they have access to their content 24/7. Easy User Management with a Multi-User Permission-based System. Clients have complete control over their display network. For example, a master account user can assign multiple people to make graphic requests, but restrict access to manage the display schedule or other features. MEGA Cloud offers a wide set of powerful features designed to empower professional digital signage. With thousands of customers all around the world, we have everything you need to take your signage operation to the next level.	1
FREE Content Library Your organization has access to over 300 FREE (and the list is growing) graphics and animations you can use anytime! One benefit is that while you are undergoing your software training, your new sign will be up displaying new graphics!	1
LifeTime Software Training Mega LED provides not only video tutorials and written directions for software operation, but for the LifeTime of your sign, we will provide one-on-one personal training for you and your staff via a desktop share...FREE!	1
Permit Not Needed If permit is needed, an extra cost will incur.	1
Install - Removal of Existing Sign over 40 to 60 Sq Ft Removal and disposal of existing sign(s).	1

Product Details	Quantity
Install - Alpha Installation w/o Foundation Installation of Alpha Series Signs and on a wall or pre-existing footer. Includes proper lifting and mounting to prepared mounting brackets or bolts and leveling of the signs. Professional Installation and Configuration of LED Display(s) listed in this agreement. *Electrical run up to base of the sign is the responsibility of the sign owner, please see MEGA LED Electrical Requirements and Installation document. In certain and rare circumstances, installation quotes may vary based on site specific conditions determined at time of physical site inspection. Please see Terms & Conditions Document listed in this proposal. Services Include: - Physical Site Inspection - Unpacking of LED displays - Bracket fabrication for mounting - Leveling and fastening to structure(s) - Proper grounding - Final connection to client provided electrical within 5 ft. of structure - Junction box with Seal-Tite conduit to displays - Final inspection for proper operation **For extended wireless devices, customers shall provide a 120V outlet and CAT5 cable within 3ft of the building antenna for the wireless device installation.	1
Shipping - Freight Freight Charge - Only covers basic delivery with no extra services. Carrier will call to schedule time frame for delivery. Extra fees will be billed if any of these services are requested, or conditions exist before or during delivery: Residential, Limited Access, Inside Delivery (carrying product into building), Lift Gate, or Re-Delivery (2nd attempt). Lift Gate not available for shipment over 90". Any shipment that exceeds 90", client is required to unload the crate from the freight truck.	1

Sub Total	**$ 34,279.00**
Sales Tax	**$ 0.00**
Grand Total	**$ 34,279.00**

Terms & Conditions

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" link below. Applicable sales tax in the State of Texas; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error. https://www.megasigninc.com/docs/termsofsales.pdf

To complete the order sign here, initial previous pages, and return all signed and initial pages.

Printed Name: _____
Signature: _____
Date: _____

Stewart Signs
ONE SIGN, ONE COMPANY

50+ YEARS OF EXCELLENCE

Quote #1007467-1
Customer #3184538
Quoted 1/11/2023
Valid until 2/10/2023*

Prepared for
Beaufort County Health Department
1436 Highland Drive
Washington, NC 27889

Prepared by
Jane Hyde
jhyde@stewartsigns.com
1.888.237.3928 x1740

DESCRIPTION	PRICE
Double Sided Full Color TekStar Outdoor LED Sign LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun. **LED display** • 10mm full color at 64 pixels high by 224 pixels wide (14,336 total pixels per side) • Active display area 2'1" x 7'4" (15.4 square feet per side) • 1 to 8 rows of text and use your own images and video clips • Entire sign UL Listed and FCC Part 15 compliant See full display capabilities **Communication method** Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications **Sign structure and faces** • Double sided 6' x 8' sign cabinet with 12" deep extruded aluminum • TCI® industrial powder coat finish, color: Spartan Bronze • Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face • Internal illumination with LED lamps and dusk-to-dawn light sensor • TUFFAK® SL pan-formed faces removable via internal retainers • Monument mount with cowling (creates pedestal appearance) • Leg height: 1'6", Leg width: 7', Overall sign height: 7'6" • Minimum wind load rating: 130mph, exposure C • Lifetime warranty on structure & faces, including vandalism (see warranty for info) **Electrical specifications** • One 20 amp circuit, 120 volts; Max draw: 9.28 amps	$26,711.00
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight • Shipping of sign from factory to location	Included

Total: $26,711.00
+ any applicable sales tax
Payment terms: Net 30 with Purchase Order Issued to Stewart Signs

Stewart Signs
ONE SIGN, ONE COMPANY

50+ YEARS OF EXCELLENCE

Quote #1007467-1
Customer #3184538
Quoted 1/11/2023
Valid until 2/10/2023*

Prepared for: Beaufort County Health Department • Washington, NC
Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

SHIPPING INFORMATION

All items not specified here will be shipped to:
Beaufort County Health Department
1436 Highland Drive
Washington, NC 27889

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.
Watch a typical freestanding sign installation.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (https://www.signcommand.com/terms) and Software End User License Agreement (https://www.signcommand.com/eula).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (https://www.stewartsigns.com/verizon-map).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (https://www.signcommand.com/data-plan).

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Sign and date the quote here.

2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.

3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1007467-1

SIGNATURE

PRINT NAME

DATE

Jane Hyde
Jane Hyde, Sign Consultant

1/11/2023

Stewart Signs
ONE SIGN, ONE COMPANY

50 YEARS+ OF EXCELLENCE

Quote #1007467-1
Customer #3184538
Quoted 1/11/2023
Valid until 2/10/2023*

Prepared for: Beaufort County Health Department • Washington, NC
Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
8) Customer Obligations:
   Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
9) Exclusions and Restrictions:
   The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
   This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
   This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
   Ballasts are covered for three (3) years.
   ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
10) This Limited Warranty specifically does not cover the following:
   a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
   b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
   c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
   d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
   e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
   f) Light bulbs or lamps.

11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
   a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
   b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
   c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
   d) Unauthorized modification, including installation of third-party software on the Product.
   e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
   f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
   g) Products installed with known or visible manufacturing defects at the time of installation.

12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:
Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

ADDENDUM 5

Pediatric Emergency Care Coordinators Plus Grant

BEAUFORT COUNTY, N.C.

OFFICE OF EMERGENCY SERVICES

FIRE MARSHAL · EMERGENCY MEDICAL SERVICES
EMERGENCY MANAGEMENT · ANIMAL CONTROL
1420 Highland Drive
Washington, NC 27889

Beaufort County Emergency Medical Services
Invoice for PECC+ Program Activities

Invoice Number: 001
Invoice Date: 12/9/2022

September 2021	$300.00
October 2021	$300.00
November 2021	$300.00
December 2021	$300.00
January 2022	$300.00
February 2022	$300.00
March 2022	$300.00
April 2022	$300.00
May 2022	$300.00
June 2022	$300.00
July 2022	$300.00
August 2022	$300.00
September 2022	$300.00
October 2022	$300.00
November 2022	$300.00
December 2022	$300.00
Total	$4,800.00

Questions or concerns please contact:

Melissa Beacham
Emergency Management Specialist
Beaufort County Emergency Medical Services
mbeacham@beaufortcountync.gov
252-940-6510

DATA USE AGREEMENT
[Beaufort] County

This data use agreement (the "Agreement"), effective as of the February 1st, 2021 (the "Effective Date"), by and between Beaufort County EMS ("Beaufort") and The University of North Carolina at Chapel Hill on behalf of its Department of Emergency Medicine ("Recipient"), establishes the terms and conditions under which Recipient will access and use certain data described below (the "Data"). Beaufort and Recipient are sometimes referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

WHEREAS, Recipient acknowledges that Beaufort is a "covered entity," as such term is defined under the Administrative Simplification regulations codified at 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (collectively, "HIPAA"), and as such, is required to protect the privacy of Protected Health Information, as that term is defined at 45 C.F.R. 160.103, maintained by covered entity;

WHEREAS, pursuant to 45 C.F.R. § 164.512(i), Beaufort is permitted to disclose Protected Health Information to Recipient for research purposes, where Beaufort receives documentation that an Institutional Review Board ("IRB") of competent jurisdiction, or other privacy board as defined at 45 C.F.R. § 164.512(i)(1)(i)(B), has approved an alteration to or waiver of the authorization otherwise required by 45 C.F.R. § 164.508; and

WHEREAS, this Agreement is intended to meet the requirements of 45 C.F.R. § 164.512(i) and to otherwise secure adequate assurances from Recipient that Recipient will restrict use or disclosure of the Data received pursuant to this Agreement according to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Data. Recipient may obtain from Beaufort specific clinical data from selected Beaufort EMS patients. Recipient acknowledges that Beaufort may provide Data to Recipient pursuant to a waiver of authorization granted by an IRB of competent jurisdiction or by a privacy board as defined at 45 C.F.R. § 164.512(i), in accordance with 45 C.F.R. § 164.512(i) ("Waiver").

2. Recipient's Use of Data. Except as otherwise specified herein, Beaufort grants Recipient the right to use and disclose the Data solely in fulfillment of its professional obligations for determining cause of sudden unexpected death, provided such use is consistent with the terms, conditions and purposes stated in the relevant Waiver. Recipient acknowledges and agrees that, prior to Beaufort's release of Data to Recipient, Recipient shall provide evidence of the Waiver and a copy of such Waiver shall be attached to this Agreement as Exhibit A.

3. Restrictions on Recipient's Use of Data.

3.1 Recipient agrees to comply with all applicable federal and state laws and regulations concerning the privacy and confidentiality of Protected Health Information and to use or disclose the Data exclusively for the purposes set forth in Section 2 above or as required by law. Without limiting the generality of the foregoing, Recipient agrees to use or disclose the Data solely as permitted by the Waiver.

3.2 Recipient agrees to use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate

physical controls and password protections for any server or system on which the Data may reside; (ii) ensuring that Data is not stored on any mobile device (e.g. laptop, smartphone) or transmitted electronically unless encrypted; and (iii) taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as provided in this Agreement.

3.3 Recipient will report to Beaufort any use or disclosure of the Data not provided for by this Agreement of which Recipient becomes aware. Such report shall be made to Beaufort at the address noted in **Section 8** as soon as reasonably possible. Recipient will cooperate with any remediation that Beaufort reasonably determines is necessary to (i) address any applicable reporting requirements; and (ii) mitigate any effects of such unauthorized use or disclosure of the Data.

3.4 Recipient will ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions set forth in this Agreement.

4. License to Use Data for Research Purposes. This Agreement and the resulting transfer of Data constitute a license to Recipient to use the Data solely for the research purposes set forth in **Section 2**. Recipient agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Data for any products or processes for profit-making or commercial purposes.

5. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect as long as Recipient retains the Data. Either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other Party.

6. Notice. Notice regarding termination or other matters relating to this Agreement shall be made in writing sent to the following individuals:

If to Beaufort:
[Beaufort EMS System Representative]
[Beaufort EMS System]
[Address]
[Phone number]

If to Recipient:
Office of Sponsored Research
University of North Carolina at Chapel Hill
104 Airport Drive, Suite 2200
CB# 1350
Chapel Hill, NC 27599-1350
Attn: Liz Powell, Assistant Director of Contracting

With a required copy to:
Jane Brice, MD, MPH
Department of Emergency Medicine Chair
170 Manning Drive
Chapel Hill, NC 27599
(919) 966-6442

7. Miscellaneous Provisions.

7.1 **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such matters.

7.2 **Severability.** If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions.

7.3 **Waiver.** The waiver by any Party of any provision or breach of this Agreement shall not operate or be construed as a waiver of any other provision of subsequent breach.

7.4 **Representation to Others.** Recipient has no rights to use the names, trademarks or other symbols of Beaufort without prior written consent; provided, however, that Recipient may make factual statements regarding its receipt of the Data pursuant to this Agreement.

7.5 **Amendments.** This Agreement may be amended or modified only with mutual written consent of the Parties.

7.6 **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

7.7 **Change in Law.** The Parties agree to negotiate in good faith to amend this Agreement to comport with changes in law that materially alter either or both Parties' obligations under this Agreement, provided however, that if the Parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may immediately terminate this Agreement.

7.8 **Relationship of the Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or other joint business relationship between the Parties or any of their affiliates.

7.9 **No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.10 **Assignment.** This Agreement is non-assignable and non-transferrable by Recipient without the prior written consent of Beaufort. Assignments made in violation of this provision are null and void. Recipient acknowledges and agrees that Beaufort retains the right to assign or delegate any of its rights or obligations hereunder to any of its affiliates or subsidiaries.

7.11 **Authority.** Each Party, and the person signing on its behalf, represents that it is authorized to enter into this Agreement and the Party is capable of performing its obligations under this Agreement.

7.12 **Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

BEAUFORT COUNTY EMS	**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**
By: Jeffrey C. Hubbard	By: Emily Linz Emily Linz 2021.04.19 14:24:47 -04'00'
Name (printed): Jeffrey C. Hubbard	Name (printed): Emily Linz on behalf of Terry Magnuson, PhD, Vice Chancellor for Research
Title: Beaufort Co. EMS Operations	Title:

Date: 4/14/21

Address: 1420 Highland Dr. Washington, NC 27889

Date: 04/19/2021

Address: Office of Sponsored Research, 104 Airport Drive, Suite 2200, CB# 1350, Chapel Hill, NC 27599-1350

Exhibit A

February 1, 2021

Study Title: Pediatric Emergency Care Coordinators (Phase 1: PECC Hub, PAR Expansion, Data Collection) [IRB #19-2423]

This submission was reviewed by the Office of Human Research Ethics, which has determined that this submission does constitute human subjects research as defined under federal regulations [45 CFR 46.102 (d or f) and 21 CFR 56.102(c)(e)(l)] and does require IRB approval.

The use or disclosure of PHI is sought solely for research. If the IRB requests it, the researcher will provide documentation of data use agreement between Beaufort and Recipient.

Study Description:

Background

Early research on the PECC system suggests that a dedicated pediatric role within EDs can contribute to overall pediatric "readiness" and increase the likelihood that the ED has the necessary components and equipment for quality pediatric care (Pediatric emergency care, 2015, Emergency Departments Improve, 2015). Because of this success, the IOM and the EMSC strongly recommend that EMS Systems have a dedicated PECC (Hewes et al., 2018, Remick et al., 2017, Caffrey, 2018, EMSC). The 2017 EMSC Performance Measure Assessment revealed that only 25% of NC EMS Systems currently have a PECC or have a plan to implement one (Figure 2). However, an additional 26% are interested in incorporating a PECC role in their System. It is clear that NC EMS Systems are eager for the opportunity to improve their pediatric expertise and performance through this innovative role.

Implementing the PECC role as a supplement to an existing administrative role within the EMS System combats the challenge of financial and personnel sustainability. In addition, the

development of a comprehensive online support system targets the problem of limited access to educational and performance adherence reporting tools. These two elements of the proposed program are especially beneficial to small, rural EMS Systems which often encounter the challenge of communicating practice innovations at the local level. The proposed project will implement the PECC role as a low-cost alternative to a full-time pediatric expert, which would be an unaffordable personnel addition for smaller, more rural EMS Systems. The proposed PECC role will be assumed in addition to existing duties by training officers or other administrative personnel. Though the PECC role will involve all of the responsibilities outlined in the EMSC Performance Measures Implementation Manual for State Partnerships, the responsibilities of these part-time PECCs will be made easier with the implementation of the comprehensive online support system, the PECC Hub.

The PECCs will receive the support they need to act as the pediatric liaison within their EMS System through a structure of free tools, including PARs and educational courses, a communication network with their local trauma centers and hospitals, and professional support via both the research team and a network of peers. This project will begin and end with a PECC Summit in which the PECCs will have the opportunity to meet and share thoughts, opinions, successes, and failures in their role with other inaugural cohort peers. The project will also help facilitate communication between PECCs and their respective pediatric EDs and pediatric professionals through established communication and shadowing opportunities. Finally, the comprehensive online PECC Hub will bear the weight of reminders, alerts, and data tracking that was once limited to human effort.

The PECC Hub is designed with sustainability and national impact in mind. At the conclusion of the project, the Hub and all of the included courses and resources will be made available to EMS Systems nationwide. The Hub will be designed to pull data directly from Continuum with the same technology used to create PARs. Continuum data is stored through the company ESO Solutions (ESO), which manages data for 41% of all EMS Systems in the United States. Therefore, other Systems covered by ESO data will be able to be seamlessly integrated into this model. Individual States could choose to adopt the Hub and PECC model easily.

Objective

This project involves three Specific Aims:

1. Expand the Performance Adherence Reports (PAR) program by developing additional PARs and online educational courses in the area of pediatric EMS care.
2. Collect pediatric performance and educational course participation data for 10 NC EMS Systems.
3. Develop and deploy an online system that will allow Pediatric Emergency Care Coordinators (PECCs) in each EMS System to view their System's pediatric performance and education data.

Methods

The proposed study will involve ten rural EMS Systems in North Carolina. Counties will participate actively for three years of the four-year project timeline, during which they will have access to free online educational courses and both individual provider and county-specific PARs. Individual providers' personal information will be anonymous to research staff, as PARs will be automatically generated via normal patient care report (PCR) documentation. Each PAR will report field performance in one state-mandated protocol in a variety of nationally-recognized key performance areas for EMS. The PECC Hub will serve as an easily accessible resource for these courses and feedback tools for designated PECC personnel.

If your study protocol changes in such a way that this determination will no longer apply, you should contact the above IRB before making the changes.

MEMORANDUM OF UNDERSTANDING (MOU)
between
Beaufort County EMS
and
The University of North Carolina at Chapel Hill on behalf of its
Department of Emergency Medicine ("UNC")

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the EMSC Targeted Issues Grant awarded to the UNC Department of Emergency Medicine entitled "System Readiness Improvements though the EMS Pediatric Emergency Care Coordinators (PECC) Program."

In particular, this MOU is intended to:

1) Define and delineate roles and responsibilities of each party involved in the EMSC grant, where the exchange of knowledge, data, and services will enhance EMS field education and performance, and
2) Increase communications and establish a process for data/information exchange
3) Outline communication expectations for both parties.

II. Definitions

Beaufort CountyEMS System

EMS personnel in this MOU includes only the individual designated by the **Beaufort County** EMS System and selected by the UNC Department of Emergency Medicine to serve as the Pediatric Emergency Care Coordinator ("PECC").

III. BACKGROUND

The UNC Department of Emergency Medicine is dedicated to providing care for emergency patients within its numerous centers and facilities. In addition to patient care, UNC also performs research in the field of emergency medicine related to patients, providers, and procedures. To succeed in the aims of this EMSC grant, UNC will develop and assess a comprehensive educational- and skills-based EMS field provider intervention across ten counties in North Carolina.

Beaufort County EMS System will benefit from participating in this grant. One individual within **Beaufort County** EMS System has been selected in collaboration with the UNC Department of Emergency Medicine to serve as the PECC. The PECC will receive intensive leadership, pediatric skills, and data utilization training through both virtual and in-person learning opportunities throughout the program period. The PECC will receive access to the PECC Hub Alert System, which will provide critical, real-time pediatric EMS data concerning **Beaufort County** provider field performance. All EMS field providers within the county will be provided with access to free Continuing Education courses on pediatric critical illness and injury prehospital medicine. All EMS personnel in the county will be provided access to Performance

Adherence Reports (PARs) to assess their current performance in key areas related to pediatric critical illness and injury prehospital medicine. **Beaufort County** EMS System will receive a monthly stipend of $300 for up to 24 months (September 2021 through August 2023) of engaged participation in the program. By working together, The Department of Emergency Medicine and **Beaufort County** EMS System have the opportunity to continue to build the knowledge foundation of EMS and improve patients' care in North Carolina.

IV. University of North Carolina Department of Emergency Medicine RESPONSIBILITIES UNDER THIS MOU

The UNC Department of Emergency Medicine shall undertake the following activities:

1) Develop and deploy a minimum of twenty (20) online learning courses on pediatric critical illness and injury.
2) Develop and deploy a minimum of ten (10) PAR reports.
3) Develop and deploy PECC Hub Alert System.
4) Communicate via email, phone, and in-person meetings with PECCs.
5) Hold a minimum of two (2) in-person PECC Summit events.
6) Pay Beaufort County EMS System $300 per month for responsibilities carried out under this MOU.

V. **Beaufort County** PECC PERSONNEL RESPONSIBILITIES UNDER THIS MOU

Beaufort County PECC personnel shall undertake the following activities:

1) Attend both in-person PECC Summit events, tentatively scheduled for Summer 2021 and Summer 2023.
2) Attend at least one (1) Emergency Department shadowing event, which will be scheduled with the help of the UNC Department of Emergency Medicine.
3) Complete required surveys, reflections, and assignments by designated dates throughout the program.
4) Respond promptly to communication from the UNC Department of Emergency Medicine.
5) Utilize the PECC Hub Alert System throughout the program period to review provider performance, assign courses to individual providers and track completion, determine pediatric training and education priorities, and hold check-in meetings with individual providers concerning their pediatric performance.
6) Encourage EMS providers to complete assigned educational courses, review PAR reports, follow project social media accounts, listen to podcasts, and engage with other resources provided by the UNC Department of Emergency Medicine.

VI. **Beaufort County** EMS SYSTEM RESPONSIBILITIES UNDER THIS MOU

Beaufort County EMS System shall undertake the following activities:

1) Sincerely support the designated PECC in their engagement with program activities by paying PECCs for time spent on project activities, encouraging providers to listen to and engage with the PECC concerning their pediatric performance, and providing the PECC with decision-making capacity concerning pediatric performance and education within **Beaufort County** EMS System.
2) Provide data to the UNC Department of Emergency Medicine as outlined in the Business Associate Agreement on a monthly basis during the project period and work with UNC and North Carolina Office of Emergency Medical Services (NC OEMS) to troubleshoot data migration.
3) Manage monthly stipend by spending it in the designated ways that support the PECC in their program activities and strengthen the pediatric skills, education, and performance of the EMS System.

VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1) Both parties will communicate on a regular, ongoing basis to ensure all aspects of the project are deployed in a timely fashion.
2) Both parties must maintain an open line of communication, ensuring that any and all issues potentially affecting the launching of any aspect of the project are discussed in advance of deadlines.
3) At any time, with thirty (30) days' notice, the entire Beaufort EMS System may choose to withdraw from the project. Withdrawal from the project will result in the loss of the monthly stipend and access to educational courses, online training and data tools, and attendance at in-person events.
4) At any time, with thirty (30) days' notice, the designated PECC for Beaufort EMS System may choose to withdraw from the project. If Beaufort EMS System wishes to continue with the project, they will work with the UNC team to designate a new PECC to fill the role within thirty (30) days of the previous PECC's departure.

VIII. EFFECTIVE DATE AND SIGNATURE
This MOU shall be effective from April 1, 2021 through September 30, 2023.

Parties indicate agreement with this MOU by their signatures. Signatures and dates:

University of North Carolina at Chapel Hill

Emily Linz 2021.04.19 14:21:15 -04'00'

Emily Linz
on behalf of Terry Magnuson, PhD,
Vice Chancellor for Researc
04/19/2021

Date

READ AND ACKNOWLEDGED AS INVESTIGATOR:

Jane Brice, MD, MPH
Primary Investigator

4-16-21

Date

Beaufort County EMS System

Jennifer Powell
Pediatric Emergency Care Coordinator

4/14/2021
Date

Jeffrey Hobbard
Beaufort EMS Chief

4/14/21
Date

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Emily Linz
on behalf of Terry Magnuson, PhD,
Vice Chancellor for Researc
04/19/2021

Date

READ AND ACKNOWLEDGED AS INVESTIGATOR:

Jane Brice, MD, MPH
Primary Investigator

4-16-21

Date

Beaufort County EMS System

Jennifer Powell
Jennifer Powell
Pediatric Emergency Care Coordinator

4/14/2021
Date

Jeffrey C. Hibbard
Jeffrey Hibbard
Beaufort EMS Chief

4/14/21
Date

Beaufort County
Finance

Budget Amendment Request

Department: EMS **Date of Request: 2/6/23**

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance		4,800
10-0600-461000	Miscellaneous Income	4,800	

Department Justification: To recognize anticipated grant funds for Pediatric Emergency Care Coordinators Plus Grant for FY 22/23.

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

County Position No. _____

State Position No. _____

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

ADDENDUM 6

Beaufort County Water District VI NC 33 Waterline Relocation by NCDOT

RESOLUTION
APPROVING CAPITAL PROJECT FUND AND
APPROVING UTILITY PRELIMINARY ENGINEERING AGREEMENT/UTILITY RELOCATION AGREEMENT
NC 33 CHOCOWINITY CREEK CROSSING WATERLINE REPLACEMENT
NCDOT BRIDGE NO. 75 TRANSPORTATION IMPROVEMENT PROGRAM BR-0005
BEAUFORT COUNTY

WHEREAS, Beaufort County has been approved for reimbursement of costs related to replacement and relocation of an existing waterline along NC 33 crossing Chocowinity Creek by the NC Department of Transportation necessitated by replacement of existing bridge, and

WHEREAS, NC Department of Transportation has approved execution of a Utility Preliminary Engineering Agreement and Utility Relocation Agreement allocating funds to pay for costs related to waterline relocation, and

WHEREAS, NC Department of Transportation has requested that approved waterline relocation be performed/contracted through the Beaufort County Water System where all costs shall be paid by NC Department of Transportation funds,

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

That Ordinance to Establish a Capital Project Fund is approved.

That the following documents are approved as per approval/acceptance by the NC Department of Transportation:

- NCDOT Utility Preliminary Engineering Agreement
- NCDOT Utility Relocation Agreement
- Technical Services Agreement

That all project costs shall be paid from approved NC Department of Transportation funds where no Beaufort County funds shall be allocated towards the project.

That the Chairman, County Manager, and Public Works Director are authorized and directed to execute all documents associated with approval of NC Department of Transportation allocated funds for relocation of waterline on behalf of Beaufort County.

Adopted this the _____ day of _____, 2023 at Washington, North Carolina.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Katie Mosher
Clerk to the Board

AN ORDINANCE TO ESTABLISH A CAPITAL PROJECT FUND
NCDOT NC 33 CHOCOWINITY CREEK WATERLINE RELOCATION – WATER
BEAUFORT COUNTY, NC
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,

Section 1. The project is authorized for replacement/relocation of the existing waterline crossing Chocowinity Creek along NC 33 as part of bridge replacement by the NC Department of Transportation under WBS Element 67005.1.1 and Transportation Improvement Program No. BR-0005.

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

	Revenues:	
157-3536-426150	NC Department of Transportation	$966,448.00
	TOTAL REVENVUES	**$966,448.00**
	Expenditures:	
157-3536-576100	Construction	$845,640.00
157-3536-576102	Planning and Design	$57,848.00
157-3536-576104	Construction Administration	$27,660.00
157-3536-576106	Construction Observation	$28,800.00
157-3536-576108	Reimbursable Expenses	$2,500.00
157-3536-576110	Legal	$2,500.00
157-3536-576120	Advertisement Fees	$1,500.00
	TOTAL EXPENDITURES	**$966,448.00**

Section 3. Revenues are funds approved and provided by the NC Department of Transportation. Revenues shall be disbursed to Beaufort County by the NC Department of Transportation based on approved invoices and requisition request. Project expenses have been approved by the NC Department of Transportation. Only eligible costs as approved by the NC Department of Transportation are approved.

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

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records.

Section 6. The Finance Officer is directed to report on the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 7. Copies of this project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 8. This ordinance shall become effective upon its adoption.

Adopted this the 6th day of February, 2023.

Frankie Water, Chairman
Beaufort County Board of Commissioners

Attest:

Kathleen Mosher
Clerk to the Board

****

UTILITY PRELIMINARY ENGINEERING AGREEMENT (PAYABLE)

WBS ELEMENT: 67005.1.1

TRANSPORTATION IMPROVEMENT PROGRAM NO.: BR-0005

COUNTY: Beaufort

****

This agreement made this_____day of_____, _____, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and Beaufort County **_____ hereinafter referred to as the COMPANY:**

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

The relocation of the existing Beaufort County water line to avoid conflict with the proposed bridge improvement project BR-0005. The relocation extends from Poore Farm Road on the south side of NC-33 to Old Blount's Creek Road.

known as route NC-33 **in** Beaufort **County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element** 67005.1.1 **and,**

WHEREAS, the construction of said project will require certain engineering of plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

☐ BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☐ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

☐ BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. ~~The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.~~ The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20Resources/NCDOT%20Audit%20Requirements%20Fiscal%20Form.pdf.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the (to be determined).

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

[√] Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.

[ ] Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.

[ ] Other (Specify)

7. Indicate if (a) or (b) is applicable:

a. [√] That preliminary engineering is for the adjustments of existing facilities in conflict with said project.

b. [ ] That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY, is estimated to be---------- $ 57,847.14

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY. ---------- $ _____

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be---------- $ _____

(*The above costs shall be supported by attached estimate*)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, the DEPARTMENT submits a project for construction to be designated with a different NC State Highway Project number and/or WBS element than stated in this agreement and it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

Beaufort County
(NAME OF COMPANY)

BY: _____

Katie Mosher
TITLE: Clerk to the Board

BY: _____

Brian M. Alligood
TITLE: County Manager

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

ENGINEERING DESIGN SERVICES
CONTRACT 001 - WATERLINE RELOCATION
NC 33 WATERLINE RELOCATION - CHOCOWINITY CREEK
BEAUFORT COUNTY WATER DISTRICT VI - CHOCOWINITY/RICHLAND
NOVEMBER 2022

Project: Beaufort County waterline replacement supporting proposed bridge replacement on NC 33 (Chocow

Engineer: McDavid Associates, Inc.

Engineer Design Services:

Reimbursables:	Printing/Courier	$500.00
		$500.00

Total Cost:

Work Description: NCDOT requested Beaufort County relocate existing waterline in conflict with proposed N
To eliminate conflicts, Beaufort County County will be relocating existing waterline on foll
- NC 33 (Chocowinity Creek)

Beaufort County desires and requested McDavid Associates, Inc. complete the associae
- Development of construction drawings
- Obtain construction bids
- Coordinate construciton with the low bidder
- Prepare and coordinate Utility Construction Preliminary Engineering Agreem

The above budget includes the following work task
- Owner coordination
- Define existing conditions
- Define proposed work needed
- Develop Preliminary Scope of Work
- Develop Opinionof Probable Construction Cost
- Preliminary Design
- Coordinate review and obtain approval of Preliminary Design with Owner, R Agencies
- Final Design to include Plans, Specifications and Contract Documents
- Coordinate review and obtain approval of Final Design with Owner, Regulat
- Conduct Engineering Quality Assurance Review
- ~~Preparation of Permit applications~~
- ~~Bid solicitation and Bid opening assistance~~
  - ~~Assistance with advertisement (DBE)~~
  - ~~Advertisment fees~~
  - ~~Plan printing cost~~
  - ~~Conduction of Pre-Bid Conference~~
  - ~~Bidder coordination~~
  - ~~Receipt of Bids~~
  - ~~Tabulation of Bids~~
- ~~Bid review and Recommendation of Award~~
- ~~Owner Coordination related to Contract Award~~
- ~~Contract Document Coordinaiton~~
- Attend Pre-Construction Conference
- Coordinate Project with NCDOT/Preparation of PER/URA

A separate URA will address Construction Administration and Construction Observation

RATIONALE UTILIZED IN DETERMINING LUMP SUM FEE FO
ENGINEERING DESIGN SERVICES
CONTRACT 001 - WATERLINE RELOCATION
NC 33 WATERLINE RELOCATION - CHOCOWINITY CREEK
BEAUFORT COUNTY WATER DISTRICT VI - CHOCOWINITY/RICHLANE
NOVEMBER 2022

Project: Beaufort County waterline replacement supporting proposed bridge replacement on NC 33 (east of

Engineer: McDavid Associates, Inc.

On behalf of subject project, which encompasses a highly technical performance scope, Owner desires to employ professional engineering services to prepare construction plans, specificaitons, and contract documents fc existing water line in conflict with NCDOT proposed road improvements. Under this concept in combination with th engineer, the following rationale was used in estimating the time required for design services:

ENGINEERING SCOPE:

Work Task Descriptions	DFW Senior Engineer Hours	PJA Sr. Design Engineer Hours
Owner Coordination		2
Define Existing Conditions	8	
Define Proposed DOT Work	8	2
Develop Preliminary Scope of Work	8	4
Develop Opinion of Probable Construction Cost	2	
Preliminary Design	20	10
Coordination/Review/Approval of Prelimiary Design with Owner	2	
Final Design		
Plans	60	25
Specifications	25	10
Contract Documents	20	10
Coordination/Review/Approval of Final Design with Owner	4	2
Engineering Quality Assurance Review	8	12
Other		
DEQ - PWS Permit Fee		
Printing/Courier Costs		
Bid Solicitation and Bid Opening Assistance		
Assistance with Advertisement (DBE)		
Conduct Pre-Bid Conference		
Bidder Coordination		
Receipt of Bids		
Tabulation of Bids		
Bid review and Recommendation of Award		
Owner Coordination related to Contract Award		
Contract Document Coordination		
Pre-Construction Conference		
Coordinate Project with NCDOT/Preparation of PER/URA		
Total Cost	165	77

RATIONALE UTILIZED IN DETERMINING LUMP SUM FEE FO
ENGINEERING DESIGN SERVICES
CONTRACT 001 - WATERLINE RELOCATION
NC 33 WATERLINE RELOCATION - CHOCOWINITY CREEK
BEAUFORT COUNTY WATER DISTRICT VI - CHOCOWINITY/RICHLANC
NOVEMBER 2022

Direct Pay - Hourly rates:		
Senior Engineer (Grade V)	DFW	$46.15
Senior Design Engineer (Grade VI)	PJA	$39.39
Principal Engineer (Grade VII)	RBM	$119.26
Engineer Technician (Advanced)	KAB	$25.24
Administrative Assistance (Level 2)	JEW	$20.00
CAD Operator (Level 2)	DCA/MTW	$32.89
Overhead Rate:		
Overhead Rate (Safe Harbor Rate) =		110%
Profit:		
Profit =		9%
Billing Rates		
Senior Engineer = (1.09)((B+1.10*(B)) =		$105.64
Senior Design Engineer = (1.09)((B+1.10*(B)) =		$90.16
Principal Engineer = (1.09)((B+1.10*(B)) =		$272.99
Engineer Technician = (1.09)((20.54)+1.10*(20.54))=		$57.77
Administrative Assistance = (1.09)((16.00)+1.10*(16.00))=		$45.78
CAD Operator = (1.09((20.46)+1.10*(20.46)) =		$75.29

SUMMARY:	Hours	Billing Rate
Senior Engineer	165	$105.64
Senior Design Engineer	77	$90.16
Principal Engineer	86	$272.99
Engineer Technician	64	$57.77
Administrative Assistance	5	$45.78
CAD Operator	74	$75.29

Other Direct Cost

* * * *

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocation of an existing waterline. Approximately 2,200 LF of 12" diameter piping (16" diameter horizontal directional bore) will be installed to include needed appurtenances. Scope includes construction, administration, observation, etc.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

☐ BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☐ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

☑ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the ____ day of (to be determined) , _____.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

☑ Materials are available and it is expected that work will be complete prior to highway construction.

☐ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

☐ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.

☐ Other (Specify)

8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. ☐ **Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.**

b. ☑ **Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.**

c. ☐ **On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed $100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.**

9. Indicate if (a) or (b) is applicable:

a. ☑ **That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.**

b. ☐ **That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.**

10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be -------- $ 908,600.00

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be ---------- $ 908,600.00

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be ---------- $ 0.00

(*The above costs shall be supported by attached estimate and plans*)

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent.

13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.

17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.

18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

AREA UTILITY AGENT

ATTEST OR WITNESS

_____

(TITLE)

Beaufort County

(NAME OF COMPANY)

ATTEST OR WITNESS

BY: _____

_____

Katie Mosher, Clerk to the Board
(Print Name)

TITLE: Brian Alligood, County Manager

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

Form UT 16.8
Rev.08/17/16

PRELIMINARY COST ESTIMATE
WATERLINE RELOCATION
NC 33 - CHOCOWINITY CREEK WATERLINE RELOCATION
BEAUFORT COUNTY WATER DISTRICT VI - CHOCOWINITY/RICHLAND TOWNSHIP
DECEMBER 2022

Item	Description	Quantity	Unit	Price	Amount
1	12" PVC, SDR 21, 200 PSI Water Line (push on joint)	580	LF	$ 150.00	$87,000.00
2	12" DIP, Class 350 Water Line, MJ with Grip Rings	30	LF	$ 250.00	$7,500.00
3	12" Gate Valve & Box	2	EA	$ 6,000.00	$12,000.00
4	12" 11.25° Bend	2	EA	$ 2,000.00	$4,000.00
5	12" 22.5° Bend	2	EA	$ 2,000.00	$4,000.00
6	12" 45° Bend	2	EA	$ 2,000.00	$4,000.00
7	12" 90° Bend	1	EA	$ 2,000.00	$2,000.00
8	12"x12" Tee, DI	1	EA	$ 6,000.00	$6,000.00
9	12" Plug, DI	2	EA	$ 1,000.00	$2,000.00
10	Creek Crossing with 16" HDPE	2,177	LF	$ 320.00	$696,640.00
11	Abandon Existing 12" WL w/ Flowable Fill	900	LF	$ 12.00	$10,800.00
12	Abandon Existing 16" WL w/ Flowable Fill	1,900	LF	$ 15.00	$28,500.00
13	Soil Testing and Inspection	1	AL	$ 2,500.00	$2,500.00
14	GIS	1	AL	$ 5,000.00	$5,000.00
15	Stakeout	1	AL	$ 3,000.00	$3,000.00
16	As-Builts	1	AL	$ 6,000.00	$6,000.00
	SUBTOTAL CONSTRUCTION COST				$880,940.00
17	Construction Administration (45 days)				$27,660.00
18	Construction Observation (45 days)				$28,800.00
19	Reimbursable Expenses to Engineer				$2,500.00
20	Legal				$2,500.00
21	Advertisement Fees				$1,500.00
	TOTAL PROJECT COST				**$908,600.00**

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made this ____ day of _____, 2023, by and between Beaufort County, hereinafter referred to as the OWNER, and McDavid Associates, Inc. hereinafter referred to as the ENGINEER:

The OWNER, via approved funding being provided by the NC Department of Transportation, intends to relocate Beaufort County water line in conflict with NCDOT construction project replacing Bridge No. 75 crossing Chocowinity Creek along NC 33 as approved under NCDOT Highway WBS Element No. BR-0005, for which the ENGINEER agrees to perform professional engineering services for the design of said work and provide technical services during the construction period.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary estimate to the OWNER if requested by OWNER.

2. The ENGINEER will furnish 5 copies of the preliminary estimate and layout maps to the OWNER if requested by OWNER.

3. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.

4. The ENGINEER will perform the detailed design of the project, prepare construction drawings, specifications, and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the costs incident of said explorations shall be paid for by the OWNER.

5. The contract documents furnished by the ENGINEER under Section A-4 shall utilize approved construction contract documents, including General Conditions, Supplemental General Conditions, Contract Change Orders, and partial payment estimates as approved by the funding agencies. All of these documents shall be subject to OWNER approval.

6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 5 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval

of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications, and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by NCDOT. In the event the ENGINEER provides such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.

9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.

10. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

11. The ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER and all State regulatory agencies within thirty (30) calendar days from the date of authorization unless otherwise agreed to by both parties.

12. The ENGINEER will provide construction observation services during the construction period. The ENGINEER will coordinate construction activities with the OWNER, NCDOT and the CONTRACTOR.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall negotiate the ENGINEER'S compensation for design engineering services in lump sum where compensation shall be approved by NCDOT.

2. The OWNER shall negotiate the ENGINEER'S compensation for technical services during the construction period based on hourly rates where compensation shall be based on an hourly rate basis as approved by NCDOT.

3. The OWNER shall reimburse the ENGINEER for Permit application fees and sub-consultant fees paid by the ENGINEER. Reimbursement shall be based on the fee multiplied by a factor of 1.12.

SECTION C - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the OWNER shall compensate the ENGINEER for the following additional services on an hourly rate basis as approved by NCDOT:

1. Site property and topographic surveys and other similar special surveys as may be required.

2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, wetland delineations, or other studies recommended by the ENGINEER and the coordination thereof.

3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

4. Services associated with applications for Permits from the US Army Corps of Engineers and NCDEQ for wetland impacts and/or stream determinations, and services associated with applications for approvals associated with Neuse River Buffer Rules.

5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.

6. Appearances before courts or boards on matters of litigation or hearings related to the project.

7. Preparation of environment impact assessments or environmental impact statements.

8. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when requested.

9. Payment for the services specified in this Section shall be as per Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION D - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project, then the ENGINEER shall be entitled to interest at the rate of eight percent (8%) per annum from said 60th day.

SECTION E - APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

Beaufort County
(Name of *Owner*)

(Signature)

Frankie Waters
(Type Name)

Chairman
(Type Title)

ATTEST:

(SEAL)

(Signature)

Katie Mosher
(Type Name)

Clerk to the Board
(Type Title)

ENGINEER:

McDavid Associates, Inc.

(Signature)

Richard B. Moore
(Type Name)

President
(Type Title)

ATTEST:

(SEAL)

(Signature)

Joseph W. McKemey
(Type Name)

Secretary
(Type Title)

"This instrument has been preaudited in the manner requested by the Local Government Budget And Fiscal Control Act"

Anita Radcliffe, Finance Officer

ADDENDUM 7

Pay and Classification Study

Proposal for a Comprehensive Classification and Pay Study

Beaufort County

January 12, 2023

PROPOSAL TO BEAUFORT COUNTY
COMPREHENSIVE CLASSIFICATION AND PAY STUDY

Study Objectives

The MAPS Group proposes to conduct a comprehensive study to prepare a classification and pay plan for Beaufort County. The purposes are as follows:

1. To study all permanent positions not subject to the State Human Resources Act in the County to establish proper classifications for the work which is assigned.

2. To allocate each position classification, including those subject to the State Human Resources Act, to a salary schedule according to overall work requirements and responsibilities of the position's classification.

3. To survey and recommend a current compensation plan for all full-time positions, including those in the State Human Resources Act, which is equitable and competitive and to make specific comparisons to other Counties and public sector organizations in the pay structure and philosophy.

4. To document the validity of the compensation plan based upon salary survey and comparative analyses of the competitive conditions in other similar public (and private, if desired) jurisdictions.

5. To write or update class specifications (sometimes called job descriptions) for the County classification and pay plan that meet requirements in the Americans with Disabilities Act, OSHA's blood borne pathogen standards, and other relevant regulations.

6. To work with County Management and the Office of State Human Resources staff to determine the placement of the positions subject to the State Human Resources Act on the same County general salary schedule.

Study Components

A. Preparation of the Classification and Pay Plan

1. Conduct a comprehensive review of the County's Human Resources system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related Human Resources components.

2. Conduct a meeting with County Management (Manager, department heads, etc.) to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discus the appropriate labor market for surveying salary data and the project schedule.

3. Conduct orientation sessions with employees to cover the purposes and process of the study. In addition, job questionnaires will be distributed to employees and a time schedule for return of the questionnaires will be established. These meetings help establish realistic

expectations with employees and reduce mis-information. Approximately 4 to 5 meetings will be held so employees may attend the one most convenient to their work schedule. The meetings will cover:

* purposes of the study;
* steps in conducting the study;
* study methodology;
* what the study will and will not cover;
* distribution and review of how to complete questionnaires; and
* answer any questions

4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.

5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:

* Difficulty, complexity, and variety of work
* Education and experience requirements of the job
* Nature and extent of public contact
* Physical effort and hazards; and
* Supervision given and received.

6. ***Special Note:*** Beaufort County has positions in the Social Services and Health Departments subject to the State Human Resources Act. Any decisions to re-classify these positions are under the jurisdiction of the State rather than the County. The MAPS Group will work with the Office of State Human Resources to recommend the allocation of all state classifications to the general County salary schedule developed by this study. These classifications will be part of the salary survey work and recommendations for salary grade assignment.

B. Development of the Pay Plan

1. A survey of salary plans will be performed utilizing nearby regional public sector jurisdictions or other identified organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the County in consultation with The MAPS Group. The salary survey will analyze hiring and maximum salaries for each position surveyed.

2. A comprehensive analysis of the salary survey will be prepared. This will include salary evaluation for classifications in the Social Services and Health Departments.

3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

C. Preparation of the Employee Allocation List

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade and step (if appropriate), proposed salary grade, recommended salary, and proposed increase amount (if applicable). All Social Services and Health positions and employees will also be included in this allocation list.

2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

FLSA Status

As part of the study, MAPS will identify the FLSA status (exempt or nonexempt) for positions using regulations in place at the time of the study.

Benefits Survey

A benefits survey will be included that reviews vacation accrual, holidays, 401-K, longevity, and insurance provided to employees in terms of County provision versus employee cost participation.

Communication with the County

During the study, MAPS principals will be available to County management to clarify any steps, current stage of the study, or other issues related to the study by phone or email. In addition, while MAPS principals are on site, personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make a visit to discuss management reactions to the study prior to finalizing it for presentation to the Board of County Commissioners.

Involvement of County Staff

County staff members will be required to complete position description questionnaires for each job, participate in interviews if selected (all department directors will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade and step, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

Results of the Study

The study will result in the publication and delivery to the County of fifteen (15) copies of the report to include the classification plan, class specifications, compensation plan, and implementation costs. The MAPS representative will formally present the study to the County Board of Commissioners and be available to respond to questions.

In addition, MAPS will provide to the County a digital copy of a linked spreadsheet that allows easy updates to the pay plan, digital copies of all recommended policy changes and digital copies of all

new and updated class specifications.

Plan Maintenance

Once the study is complete and implemented, the MAPS Group will provide assistance to County staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to five years following the study for $250 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the County with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the county with a digital copy of all class specifications.

Project Staff

The project manager will be Rebecca L. Veazey. Other team members are subject to County approval.

Costs

The study costs will be forty thousand nine hundred dollars ($40,900). These costs include all administrative, travel, meals, printing, computer, clerical, and related study costs incurred by The MAPS Group project team.

PROJECT CALENDAR FOR CLASSIFICATION AND PAY STUDY
BEAUFORT COUNTY

Date	Task
Late February 2023	Planning session with County Manager and staff
Early March 2023	Questionnaires returned to the MAPS Group
Early March to Early April	Employee orientation sessions held Desk interviews held with employees and managers.
Month of April	Job analysis completed; salary survey completed; draft of report written.
Early May	Draft of report submitted to Manager with implementation cost estimates
Late May to early June	Presentation of report made to County Commissioners.
Late June	Updated and new class specifications written
Board Decision	Study implemented.

****
**

Delays in any of these dates will cause the entire schedule to be delayed accordingly. These dates may be changed through the mutual agreement of Beaufort County and The MAPS Group.

****
****

When the questionnaires are returned to The MAPS Group, the following should also be sent:

1. Organization chart of each department showing location of each individual position (hand drawn by department heads is fine)

2. Digital copy of spreadsheet by department with employee name, present classification, present grade, hire date, date of most recent promotion, and annual salary.

3. Copy of current compensation policies.

4. Copy of class listing showing classes assigned to each salary grade with current salary ranges

MEMORANDUM OF AGREEMENT
HUMAN RESOURCES SERVICES
BEAUFORT COUNTY

This agreement is made and entered into this day of , 2023 by and between the County of Beaufort, hereinafter called "County," and the Management and Human Resources Services Group, Inc. hereinafter called "The MAPS Group".

WITNESSETH

Scope of Services
See attached proposal for the services to be performed. Services include Classification and Pay Study plus FLSA Status and Employee Benefits Summary addenda. This attachment is incorporated into and made a part of this Memorandum of Agreement by reference.

Time for Performance
The time for performance will be approximately four months for this project. The classification and pay project can be started in March 2023 and can be completed no later than June 2023.

Costs
The costs for the proposed classification and pay study including both addenda will be forty thousand nine hundred dollars ($40,900). The MAPS Group will bill in three partial payments of $10,225 and a final payment of the same amount at the end of the project. The first bill will be sent after the orientation sessions, the second after completion of the interviews, the third upon delivery of the report draft, and the final bill will be sent after completion of the project. The County agrees to submit payment within 15 days upon receipt of the first three bills and payment for the final bill within 15 days of satisfactory project completion.

If the terms of this contract are acceptable, please sign one copy and return to The MAPS group.

Submitted by
The Management and Human Resources Services Group

Accepted by
Beaufort County

Rebecca L. Veazey
President

Name and Title

Date

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

VITA
REBECCA L. VEAZEY

BORN: Durham County, North Carolina

EDUCATION:

Southern High School, Durham, N. C.
B. A. Speech and Education - University of North Carolina at Chapel Hill
M. P. A. - University of North Carolina at Chapel Hill
Municipal Administration Course, Institute of Government
Group Facilitation and Consultation Course, Institute of Government

CAREER PROGRESSION:

President, The MAPS Group (Management and Human Resources Services) - a consulting group providing Human Resources, organization development, training, and management services for local governments, 1995 to present
Principal, the MAPS Group
Human Resources Director, Durham County
Director of Human Resources, Town of Cary (Cary's first Human Resources Director)
Human Resources Officer, Town of Chapel Hill
Training Specialist, City of Greensboro

PROFESSIONAL ACTIVITIES:

International Human Resources Management Association (IPMA). Lifetime Achievement Award 2010. Active in N. C. Chapter including serving as Treasurer, on program committee for state chapter for three years, on Regional program committee one year, and chairperson of Finance Strategic Planning Committee.
Organization of Municipal Human Resources Officers (OMPO), Life Member Award, Board Member, President, and Immediate Past President.
North Carolina League of Municipalities, Board of Directors, 1985-1987.
American Society for Training and Development, Triangle Chapter member.
Facilitation and Organization Development Group, (FODG) founding member
Systems Thinking in Government Group

COMMUNITY AND OTHER ACTIVITIES:

U. N. C. General Alumni Association, Board of Directors
U. N. C. Master of Public Administration Alumni Association, Past President
Local Government Employees Federal Credit Union, founding member, Loan Committee Chairperson, and member of the Board of Directors
United Way Campaign Chair, Durham County and Town of Cary

EXPERIENCE:

Conducting classification and pay studies for municipalities, counties, councils of governments, housing authorities, and other non-profit organizations.

Facilitating/leading the development and implementation of performance management and performance pay programs as both an internal and external consultant.

Experience (continued)

Serving as facilitator at strategic planning and team building retreats for staffs, boards, and elected officials. Also, providing on-going developmental facilitation to assist an organizations with team building; organization development; planned change; development of mission, vision, and values; development of compensation philosophies; leadership development; or other issues.

Developing and conducting management and supervisory training on a variety of topics including leadership, coaching and feedback, conducting performance reviews, principles of supervision, communications skills, motivation techniques, legal issues in supervision, hiring the right person, effective grieBeaufort and disciplinary actions administration, conflict resolution, facilitation skills, and a number of other topics. This includes designing and updating materials and teaching and coordinating the School of Government=s comprehensive Effective Supervisory Management Program since 2002.

Administering assessment instruments and providing interpretation and feedback or training; instruments include EQ-I (Emotional Intelligence Quotient), Myers Briggs, Human Patterns, Styles of Management Inventory, Johari Window (Human Resources Relations Inventory), Leadership Profile System, Ego State Assessment, FIRO B, etc.

Developing and conducting assessment centers and serving as an assessor for the purpose of selection, promotion, succession planning, and professional development.

Conducting recruitment and selection processes focused on assessing management excellence in candidates.

Establishing and revising policies and programs on a variety of Human Resources topics including writing Human Resources policies, establishing recruitment and selection procedures, developing performance review forms and procedures, and problem-solving employee relations issues and grieBeauforts.

Speaking on a variety of Human Resources and management topics at the School of Government, NCLM Convention, IPMA (international and state conferences), Area Health Education Centers, parks and recreation conferences, and for other groups.

Teaching Human Resources administration course to students in the MPA Program at UNC-G and in a six weeks seminar at NCSU, and teaching a seminar on facilitation skills to students in the MPA Program at UNC.

Teaching or assisting with teaching Ground Rules for Effective Groups, facilitation, Mental Models Model I and II, and related principles and concepts to public sector and other groups.

CLIENTS ON CONSULTANT PROJECTS:

Municipalities:

Apex
Atlantic Beach
Bald Head Island
Banner Elk
Beech Mountain
Benson
Black Mountain
Boone
Brevard
Butner
Clayton
Clinton
Concord
Creedmoor
Duck
Edenton
Elon
Farmville
Fletcher
Franklin
Garner
Gibsonville
Harrisburg
Havelock
Henderson
Hertford
Laurel Park
Lowell
Matthews
Morganton
Mount Airy
Mount Pleasant
Nags Head
New Bern
North Topsail Beach
Oak Island
Ocean Isle Beach
Raeford
Shallotte
Shelby
Siler City
Smithfield
Southern Pines
Southern Shores
Weaverville
Wilkesboro
Winterville
Wrightsville Beach

Counties:

Alleghany
Avery
Beaufort
Caldwell
Caswell
Cherokee
Clay
Cleveland
Columbus
Gates
Greene
Hyde
Martin
Mitchell
Nash
Person
Rowan
Rutherford
Tyrrell
Sampson
Vance
Wake County Sheriff=s Office
Wilkes
Yancey

Councils of Government:

Albemarle Commission
Centralina Council of Governments
Isothermal Planning and Development
Kerr Tar Council of Governments
Land of Sky Regional Council
Triangle J Council of Governments
Western Piedmont COG

Housing Authorities:

Laurinburg
Mount Airy
North Wilkesboro

Other Nonprofit/Governmental Agencies:

Contentnea Metropolitan Sewerage District
Institute/School of Government
North Carolina League of Municipalities
Raleigh Durham International Airport

ADDENDUM 8

Fund Balance Transfer

Unassigned Fund Balance - General Fund-

Beaufort County adopts a fiscal policy that provides for capital projects to be financed with debt and pay-as-you-go funding. In order to obtain the best possible financing, the County has adopted policies designed to maintain bond ratings at or better than Aa3 (Moody's Investor Services) and A+ (Standard & Poor's). Part of the County's fiscal health is maintaining a fund balance position that rating agencies feel is adequate to meet the County's needs and challenges.

Beaufort County therefore adopts a policy that requires management to maintain an **unassigned balance** as follows:

1. The County will strive to maintain an **available** fund balance in the General Fund of 35% percent of budgeted general fund operating expenditures each fiscal year. This is substantially higher than the 8% minimum required by the Local Government Commission but in line with peer counties.

2. To the extent that the General Fund **available** fund balance exceeds 35% percent, the balances may be utilized with Board's approval to fund approved capital projects or pay down outstanding County debt.

3. The County adopts a budget and revenue spending policy providing for programs with multiple revenue sources. The County Manager will use resources in the following hierarchy: bond proceeds, Federal funds, State funds, local non-county funds, county funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance, and lastly, unassigned fund balance. The County Manager has the authority to deviate from this policy if it is in the best interest of the County with Board of County Commissioner's approval.

4. Management is expected to manage the budget so that revenue shortfalls and expenditure increases do not impact the County's total unassigned fund balance, if a catastrophic economic event occurs that requires a 10% or more deviation from total budgeted revenues or expenditures, then unassigned fund balance can be reduced by action from the Board of County Commissioners; the Board also will adopt a plan of action to return spendable fund balance to the required level.

B. Investment Policy

This policy applies to all investments of Beaufort County except authorized petty cash accounts and trust funds administered by the Chief Financial Officer. The County pools the cash resources of its various funds into a single fund in order to maximize investment opportunities. These funds are accounted for in the County's Annual Audited Financial Statement. Each fund's portion of total cash and investments is summarized by fund type in the combined balance sheet as equity or deficit in pooled cash and investments. This policy applies to all transactions involving the financial assets and related activity of all the various funds accounted for in the County's Annual Audited Financial Statement.

OBJECTIVES

Funds of the County will be invested in accordance with North Carolina General Statute 159-30 Cash Management and Investment Policy, and written administrative procedures. The County's investments shall be undertaken in a manner that (1) seeks to ensure the preservation of capital in the overall portfolio, (2) provides for sufficient liquidity to meet the cash needs of the County's various operations and (3) attains a fair market rate of return. Cash management functions will be conducted in such a manner as to insure that adequate funds will always be available to meet the County's financial obligations and to provide the maximum amount of funds available for investment at all times.

Beaufort County
Finance

Budget Amendment Request

Department: General Fund
Facility Improvements CR Fund

Date of Request: 2/6/23

FY Budget: 2022/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance	5,624,285	
10-9800-598017	Transfer to Facility Improvements Reserve Fund	5,624,285	
17-0980-498050	Transfer from GF – Excess FB	5,624,285	
17-7277-558022	Future Facility Improvements	5,624,285	

Department Justification: To transfer excess of 35% GF unassigned fund balance to the Facility Improvements Reserve Fund for future facility needs as voted on by the Board of Commisisioners.

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 9

Commissioner Led Prayer at Board Meetings

ADDENDUM 8

Commissioner Led Prayer at Board Meetings

AMERICANS UNITED
FOR SEPARATION OF CHURCH AND STATE

1310 L Street NW Suite 200, Washington, DC 20005
(202) 466-3234 | au.org

January 19, 2023

By U.S. Mail & Email
Beaufort County Board of Commissioners
Frankie Waters, Chairman (frankie.waters@co.beaufort.nc.us)
Jerry Langley, Vice Chairman (jerry.langley@co.beaufort.nc.us)
John Rebholz (john.rebholz@co.beaufort.nc.us)
Ed Booth (ed.booth@co.beaufort.nc.us)
Hood Richardson (hood.richardson@co.beaufort.nc.us)
Randy Walker (randy.walker@co.beaufort.nc.us)
Stan Deatherage (stan.deatherage@co.beaufort.nc.us)
121 West 3rd Street
Washington, NC 27889

Re: *Commissioner-led prayer at Board of Commissioners meetings*

Dear members of the Board:

We have received a complaint regarding the Board of Commissioners' practice of opening its meetings with Christian prayer delivered by a member of the Board. Additionally, the Chairman routinely asks the audience to stand for this prayer. The Board of Commissioners exists to represent all citizens of Beaufort County, regardless of faith or belief. The practice of county officials composing and reciting official prayers sends the message that nonbelievers and adherents of faiths that do not wish to participate in the Board's prayers are not accepted members of the community and pressuring the audience to stand for the prayer coerces them to participate in the Board's religious activities. These practices violate the Establishment Clause of the First Amendment to the U.S. Constitution. Please put a stop to them.

The Supreme Court recently emphasized that "the Establishment Clause must be interpreted 'by reference to historical practices and understandings,'" and that the "'line' . . . 'between the permissible and the impermissible' has to 'accor[d] with history and faithfully reflec[t] the understanding of the Founding Fathers.'" *Kennedy v. Bremerton Sch. Dist.*, 142 S. Ct. 2407, 2428 (2022) (quoting *Town of Greece v. Galloway*, 572 U.S. 565, 577 (2014) (alterations in original)). The Board's practice of having prayer delivered by government officials flies in the face of our history and tradition.

The Supreme Court explained in *Engel v. Vitale*, 370 U.S. 421, 432 (1962), that the Establishment Clause was in part based "upon an awareness of the historical fact that governmentally established religions and religious persecutions go hand in hand":

> By the time of the adoption of the Constitution, our history shows that there was a widespread awareness among many Americans of the dangers of a union of Church and State. These people knew, some of them from bitter personal experience, that one of the greatest dangers to the freedom of the individual to worship in his own way lay in the Government's placing its official stamp of approval upon one particular kind of prayer or one particular form of religious services.

Id. Indeed, it is a matter of history that the "practice of establishing governmentally composed prayers for religious services was one of the reasons which caused many of our early colonists to leave England and seek religious freedom in America." *Id.* at 426. Accordingly, the Establishment Clause's "first and most immediate purpose rested on the belief that a union of government and religion tends to destroy government and to degrade religion." *Id.* at 431. "The Establishment Clause thus stands as an expression of principle on the part of the Founders of our Constitution that religion is too personal, too sacred, too holy to permit its 'unhallowed perversion' by a civil magistrate." *Id.* at 431-32 (quoting *Memorial and Remonstrance against Religious Assessments*, II Writings of Madison, at 187).

The Establishment Clause therefore requires a "wholesome 'neutrality'" with respect to religion, which

> stems from a recognition of the teachings of history that powerful sects or groups might bring about a fusion of governmental and religious functions or a concert or dependency of one upon the other to the end that official support of the State or Federal Government would be placed behind the tenets of one or of all orthodoxies. This the Establishment Clause prohibits.

Abington Sch. Dist. v. Schempp, 374 U.S. 203, 222 (1963). Specifically,

> [g]overnment in our democracy, state and national, must be neutral in matters of religious theory, doctrine, and practice. It may not be hostile to any religion or to the advocacy of no[n]religion; and it may not aid, foster, or promote one religion or religious theory against another or even against the militant opposite. The First Amendment mandates governmental neutrality between religion and religion, and between religion and nonreligion.

Epperson v. Arkansas, 393 U.S. 97, 103-04 (1968); *accord McCreary County v. ACLU of Kentucky*, 545 U.S. 844, 875-76 (2005) (reaffirming, based on history of religious conflict in England and the American colonies, that "the government may not favor one religion over another, or religion over irreligion").

Based on our nation's history, therefore, the Establishment Clause prohibits governmental officials from becoming excessively "involve[d] . . . in religious matters" or "prescrib[ing] a religious orthodoxy." *Town of Greece v. Galloway*, 572 U.S. 565, 581 (2014). Thus, "[o]ur Government is prohibited from prescribing prayers to be recited in our public institutions in order to promote a preferred system of belief or code of moral behavior." *Id.*; *accord Engel*, 370 U.S. at 425 ("[I]n this country it is no part of the business of government to compose official prayers for any group of the American people to recite as part of a religious program carried on by government."). There can be no doubt that this is exactly what the Board has done. Members of the Board—governmental leaders—compose official prayers that are read at the start of every meeting.

To be sure, the Supreme Court has allowed legislative prayer in *Marsh v. Chambers*, 463 U.S. 783, 784–85 (1983), and *Galloway*, but in both cases the prayer was written and delivered by nongovernmental personnel. In addition to making clear that governmental officials must not compose official prayers, 572 U.S. at 581, the Court in *Galloway* held that when selecting prayergivers a governmental body must "maintain[] . . . a policy of nondiscrimination" and must not act with "aversion or bias . . . against minority faiths," *id.* at 585. The prayer practice as a whole, moreover, must not be exploited to advance any one faith or belief. *See id.* at 583 (citing *Marsh*, 463 U.S. at 794–95). And in upholding the practice challenged in *Galloway*, the Supreme Court emphasized that under the applicable policy "a minister or layperson of any persuasion, including an atheist, could give the invocation." *Id.* at 571.

The Board's actions here do not satisfy these constitutional requirements. Because the delivery of the prayer is restricted to members of the Board, in the regular course of the Board's meetings no faith is represented other than the faith practiced or favored by the Board's members. And the resulting impermissible governmental advancement of religion is amplified because the prayer is being delivered by a lawmaker rather than by invited clergy (as in *Galloway*) or a permanent chaplain without lawmaking authority (as in *Marsh*). When a prayer is delivered by a member of the clergy, citizens may understand it to reflect the views of the clergymember, not the government. *See Galloway*, 572 U.S. at 588-89 (plurality opinion). But prayer led by a lawmaker suggests that the government itself is promoting the religious views articulated in the prayer.

The U.S. Court of Appeals for the Fourth Circuit, which has jurisdiction over North Carolina, held unconstitutional the prayer practice of a Board of Commissioners that opened its meetings with sectarian prayer delivered only by

members of the Board. *Lund v. Rowan County*, 863 F.3d 268, 280-86 (4th Cir. 2017). "As the exclusive prayer-givers [the Board's] elected representatives—the very embodiment of the state—delivered sectarian invocations referencing one and only one religion." *Id.* at 281. "By arrogating the prayer opportunity to itself, the Board also restricted the number of faiths that could be referenced at its meetings," which is in stark contrast to the "flexible, inclusive approach upheld in *Town of Greece*." *Id.* at 281-82. And finally, before delivering the invocations "the commissioners told attendees to rise and often invited them to pray," thus pressing religious observances on them. *Id.* at 286. "The Establishment Clause does not permit a seat of government to wrap itself in a single faith. But here elected officials took up a ministerial function and led the political community in prayers that communicated exclusivity, leaving members of minority faiths unwilling participants or discomforted observers to the sectarian exercises of a religion to which they did not subscribe." *Id.* at 290.

There is no meaningful difference between the prayers struck down in *Lund* and Beaufort County's prayer practice. Here, the commissioners deliver Christian prayer and ask the audience to stand. This practice is blatantly unconstitutional and must end. In order both to comply with the First Amendment and to respect the religious diversity of Beaufort County's citizens, the Board should replace the prayer practice with a moment of silence. If the Board insists on opening its meetings with an invocation, it should adopt a policy that turns the delivery of invocations over to private citizens who are selected based on neutral criteria that do not discriminate against minority faiths or nonbelievers. And either way, the Board must stop asking the audience to stand or otherwise participate in the prayer. We would appreciate a response to this letter within thirty days that informs us of the steps you are taking to fix this violation. If you have questions, you may contact Ian Smith at (202) 466-3234 or *ismith@au.org*.

Sincerely,



Ian Smith, Staff Attorney

ADDENDUM 10

Workforce Housing Taskforce Charter

Workforce Housing Task Force
Charter

Background

The issue of lack of housing for people, especially young professionals and skilled trades have been discussed by business for several years. Businesses feel it is a key factor in their ability to hire new and replacement workers. Frequently, new employees live in Greenville and commute to Beaufort County. That includes Nutrien where 50% of their workforce lives outside the County.

What we know

The $20 million the State investment in the Washington Warren Airport is anticipated to bring hundreds of new jobs. Our ability to fill those jobs and fully benefit from this growth will hinge, in part, on the availability of housing.

A recent survey by the Washington Beaufort Chamber of Commerce of their members provides this data:

- 85% of respondents said Workforce housing was either barely or not available for their employees
- 77% said the lack of availability plays a role in the recruitment and retention of employees
- 91% said they feel there is a lack of housing for their younger employees

People who work in Beaufort County but live in Pitt, Washington or Craven County take their earnings and spend it in the County they live. They support the merchants and pay their taxes in their home County.

Definition of Work Force housing

For purposes of this Task Force, it is defined as housing (Apartments, Condominiums, townhomes and single family) that new employees can afford on their income. Their income may be single or dual wage earners. The Federal Government defines affordable housing as monthly housing expense that is under 30% of total income.

Taskforces Mission

To understand why there is a shortage of housing that is affordable by newly hired professionals and skill trades in Beaufort County. Then facilitate the private sector coming together to solve this situation.

Time frame

Complete the work within one year.

Areas to be addressed

- Why Beaufort County's housing needs have not been meet?
- Where in the County are the greatest needs?
- How do we show developers the opportunity?
- Can we build a coalition of business and developers to fund this type of housing

What would Success will look like?

By understanding the cause of the lack of housing, we can address the reasons. For example, at a recent meeting of the IBHBA developers and builders expressed a lack of understanding of our market.

Success will be commitments by developers and businesses to work together to build multi and small single-family homes in areas of greatest need in our County.

Members

- 14 members
    - 2 Commissioners
    - 2 local home builders
    - 2 developers
    - 1 banker
    - 3 Interested businesses
    - Other Municipal Leaders
    - Chamber of Commerce
    - Planning Board

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Overman, West, Public Works

Agenda Title: Yard Waste Grinding and Removal Services Contract Award

Summary of Information: NCDEQ regulations allow Beaufort County to process and store up to 6,000 cubic yards of yard waste at any one time to operate as a Yard Waste Notification Facility, therefore not requiring a permit. Since June of 2021, we have averaged 2,567 cubic yards of material received at the landfill per quarter, however during this time there have been no major weather events that tend to increase the amount received. To maintain compliance with the regulations, grinding and removal of the material needs to occur twice per year.

On January 24, 2023, a Request for Proposals was issued seeking bids for grinding and removal of the processed material from the landfill site. The RFP was advertised on the County website and sent directly to several contractors that staff were aware may have interest in submitting a proposal. One bid was received from Shavender Trucking, LLC at a rate of $24.34 per ton. The three-year contract, with two additional one-year periods, allows for a fuel surcharge to be added to this amount if fuel prices rise above $5.50 per gallon. There are also provisions for annual increases based on the CPI (capped at 5%) and for the County to receive 50% of the proceeds if the Contractor is able to sell the processed material.

Funding for this service is included in the budget and no additional funds are required.

Submitter Recommendations/Motions: Approve the award of the Yard Waste Grinding and Removal contract to Shavender Trucking, LLC.

Attachments:
1. Bid Tabulation
2. Shavender Trucking Contract

Bid/Quote Tabulation

Date: February 10, 2023

Project: Yard Waste Grinding & Removal

Description: The Proposer shall provide all personnel, training, equipment, tools, supplies, fuel, and insurance to complete mobile, on-site yard waste grinding services at the Beaufort County Landfill. The Proposer shall remove all processed material from the Landfill site.

	Shavender Trucking	N/A	N/A
Unit Price per Ton	$24.34		
Fuel Surcharge per ton	$1.25		

Notes:

1. RFP advertised on County website. Documents sent directly via email to Shavender Trucking, Landscaping Unlimited, and Simmons & Simmons Management, Inc.

2. Spoke directly with Mr. John Demary of Pitt County Solid Waste to see if there were additional contractors he was aware of that do this type of work. Was advised that Pitt County owns their own grinder and may be open to an interlocal agreement. Mr. Demary advised that he would review our RFP and be in contact. We did not receive a proposal or further information.

Signature

2/10/23
Date

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Beaufort County, NC ("Owner") and Shavender Trucking, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Yard Waste Grinding & Removal at the Beaufort County Landfill located on Hawkins Beach Road.**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described asfollows: **Yard Waste Grinding & Removal.**

ARTICLE 3 – ENGINEER (NOT USED)

ARTICLE 4 – CONTRACT TIMES

4.01 Contract shall be in effect beginning March 7, 2023 through March 6, 2026, with renewal per the terms as outlined in the Request for Proposals dated January 24, 2023.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Grinding and Hauling: $24.34 per ton
2. When the price of diesel fuel exceeds $5.50 per gallon according to the United States Department of Energy's Lower Atlantic On-Highway Diesel Price Index on the Monday of the week the service begins, a fuel surcharge per ton shall be invoiced to the County: $1.25 per ton
3. Quantity of debris shall be determined as described in section 5.19.2 of Exhibit A.
4. The contract shall provide for annual adjustment on July 1 after the first full year for cost of business inflationary increase. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from July to June and can be accessed by internet at

https://data.bls.gov/cgi-bin/surveymost?cu. This increase shall be capped at 5% annually.

B. If the Proposer is able to locate an approved final disposal facility that will purchase the material, Proposer shall evenly split the proceeds of the sale with the County in the form of a credit on the invoice.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Invoices in accordance with the Contract Documents.

6.02 *Retainage*

A. Retainage will not be held by the Owner.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the

written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding ofall terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Request for Proposals dated January 24, 2023. **(EXHIBIT A)**
2. Shavender Trucking, LLC. bid dated February 7, 2023. **(EXHIBIT B)**
3. The following which may be delivered or issued on or after the Effective Date of theContract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of thestricken provision.

10.04 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 7, 2023 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Beaufort County, North Carolina	Shavender Trucking, LLC
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a jointventure, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
121 W. 3rd Street	_____
Washington, NC 27889	_____

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act approved by the County of Beaufort Finance Officer.

By: _____
County Finance Officer

Request for Proposals
Public Works

Yard Waste Grinding & Removal
Beaufort County, North Carolina

Issue Date: **Tuesday, January 24, 2023**

Bid Due Date: **Friday, February 10, 2023 by 5:00 PM**
132 West 2nd Street
Washington, NC

CONTACT PERSONS:

Questions Regarding the Bid Package
Hollie Jones
Purchasing Agent
Phone: (252) 946-0079 x1080
Email: hollie.jones@beaufortcountync.gov

Questions Regarding the Specifications
West Overman
Deputy Public Works Director
Phone: (252) 975-0720 x1063
Email: west.overman@beaufortcountync.gov

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SECTION 1 - NOTICE TO BIDDERS

Beaufort County is requesting quotes from experienced Contractors who specialize in grinding, loading, and hauling of yard waste. The scope of work and all other details and requirements are included in the RFP.

Hard-copy or electronic proposals will be received by the County until **5:00 PM, Friday, February 10, 2023**. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked ***"Bid Enclosed, Yard Waste Grinding & Removal – ATTN: Hollie Jones"*** on the outside of the proposal package, mail carrier envelope, or email subject line. Beaufort County assumes no responsibility for unmarked or incorrectly marked proposals.

A bid tabulation will be available upon request but will not be official until the contract is awarded to the successful proposer by the Board of Commissioners.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the proposal opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. You can also find it on the website www.beaufortcountync.gov under "Request for Proposals". Inquiries should be directed to Hollie Jones at hollie.jones@beaufortcountync.gov or (252) 946-0079, x 1080.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Tuesday, January 24, 2023
Deadline for Questions	Friday, February 3, 2023 at 5:00 PM
Deadline for Proposals	Friday, February 10, 2023 at 5:00 PM
Bid and Scope Review Meeting with Apparent Low Bidder (If needed)	Would be scheduled during week of February 13th, 2023
Recommendation to Award presented to the Board of Commissioners	Monday, March 6, 2023
Start Date of Contract	March 7, 2023
Anticipated Timeframe of First Service	Late April/Early May 2023 (Must complete service by June 30, 2023)

2.2 Instructions to Bidders

2.2.1 The deadline for receipt of all proposals is Friday, February 10, 2023 at 5:00 PM, EST. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

2.2.2 Hard-copy or electronic proposals will be accepted.

Hard-copy proposals should be clearly marked ***"Bid Enclosed – Yard Waste Grinding & Removal"*** and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

Electronic proposals should be emailed to hollie.jones@beaufortcountync.gov and the subject line should read ***"Bid Enclosed – Yard Waste Grinding & Removal".***

2.2.3 Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of the actual proposal. Proposals received after the time and date for closing will not be accepted.

2.2.4 Interested bidders may visit the Beaufort County Landfill to see the yard waste collection area/process. The site is open to the public Tuesdays, Thursdays, and

Saturdays from 8:00AM-4:00PM. Bidders may request a meeting with County staff prior to the deadline for questions on February 3, 2023, if desired.

2.2.5 After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be emailed to hollie.jones@beaufortcountync.gov and/or west.overman@beaufortcountync.gov. All questions concerning this proposal shall reference the page and section number. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 5:00 P.M., EST on Friday, February 3, 2023.

2.2.6 Should a Bidder find discrepancies in, or omissions from, the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.

2.2.7 Bidders may withdraw, or withdraw and resubmit, their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.2.8 Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.

2.2.9 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.

2.2.10 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.

2.2.11 No more than one (1) proposal from any Bidder will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the

County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

2.3 Insurance Coverage Requirements

2.3.1 Bidder is required to carry and provide proof of the following insurance throughout the term of the contract:

2.3.1.1 General Liability Insurance: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statue.

2.4 Additional Insurance Requirements

2.4.1 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

2.4.2 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2.4.3 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.4.4 It is the intention of the parties that the insurance policies afforded by the Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

2.4.5 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

2.4.6 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

2.4.7 The Certificate of Insurance should note the following in the Description of Operations: Yard Waste Grinding & Removal.

2.4.8 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.4.9 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Ore, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.4.10 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 3 – BACKGROUND

3.1 Historical and Current Operations

3.1.1 The Beaufort County Public Works Department – Solid Waste Division operates a yard waste collection area at the Beaufort County Landfill located at 1342 Hawkins Beach Road, Washington, NC 27889.

3.1.2 Yard waste is delivered to this site by county residents, commercial contractors who establish a billing account, and the County's solid waste contractor. The contractor hauls yard waste from the County's ten Solid Waste Collection Sites to the Landfill facility.

3.1.3 Materials accepted at the facility include grass clippings, leaves, branches (8 inches in diameter or less), hedge trimmings, and other materials generated through the course of general yard maintenance.

3.1.4 The Landfill operates under a Yard Waste Notification ID Number (YWN-07-002). This allows the facility to process and store 6,000 or fewer cubic yards of material at any one time.

3.2 Operational Data

3.2.1 The chart below provides data for tonnage received at the landfill site during the five most recent fiscal years.

Fiscal Year	Tonnage
July 2022 – June 2023	2,388**
July 2021 – June 2022	2,079
July 2020 – June 2021	3,805
July 2019 – June 2020	3,323
July 2018 – June 2019	2,190
***Totals for current fiscal year reflect tonnage received in first two quarters*	

SECTION 4 – SCOPE OF WORK

4.1 Yard Waste Grinding and Removal

4.1.1 The Proposer shall provide all personnel, training, equipment, tools, supplies, fuel, and insurance to complete mobile, on-site yard waste grinding services at the Beaufort County Landfill.

4.1.2 The Proposer shall grind all yard waste, regardless of size, stored at the landfill site and shall remove the finished material from the site.

4.1.3 The Proposer shall provide a minimum of two services per calendar year. These services generally occur in late Spring and late Fall. The Spring grinding and hauling cycle must be completed by June 30th of each year.

4.1.4 Accumulated yard waste will be monitored by County staff and the Landfill Contractor to determine when grinding services will be needed. County staff shall coordinate with the Proposer to schedule service.

4.1.5 Once service has been arranged, the Proposer will be issued access cards necessary to enter the facility after-hours. The Proposer will be granted 24/7 access to the site during the service period.

4.1.6 At all times, the Proposer shall operate in a manner to allow access to the collection area for users. The Proposer shall coordinate with the Landfill Contractor regarding operations.

4.1.7 The Proposer shall be responsible for grinding all yard waste deposited at the site during the service period. Non-organic materials found in the yard waste shall be removed and piled for later disposal by the Landfill Contractor.

4.1.8 The Proposer shall notify the County when all material has been processed through the grinder to allow the County to record tonnage of material accumulated.

4.1.9 The Proposer shall remove all processed material from the Landfill site. The Proposer shall select a final disposal facility that is most advantageous to the Proposer and the County. The Proposer shall identify the final disposal facility prior to hauling any material and must receive approval from the County to utilize the facility.

4.1.10 Following removal of material and equipment, the Proposer shall dress the collection area to make it level and smooth.

4.1.11 After the service has been completed, the Proposer shall return the issued access cards to County staff. Any card not returned or returned damaged shall be the responsibility of the Proposer at a cost of $10 per card.

4.2 Fuel Surcharge

4.2.1 When the price of diesel fuel exceeds $5.50 per gallon according to the United States Department of Energy's Lower Atlantic On-Highway Diesel Price Index on the Monday of the week the service begins, a fuel surcharge per ton shall be invoiced to the County.

4.3 Credit for Sale of Material

4.3.1 If the Proposer is able to locate an approved final disposal facility that will purchase the material, Proposer shall evenly split the proceeds of the sale with the County in the form of a credit on the invoice.

SECTION 5 – GENERAL CONDITIONS

5.1 The contract shall be for a base period of three years, with an option to extend it for two additional one-year periods, upon the consent of all parties. The contract period shall start March 1, 2023. The contract shall provide for annual adjustment on July 1 after the first full year for cost of business inflationary increase. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from July to June and can be accessed by internet at https://data.bls.gov/cgi-bin/surveymost?cu. This increase shall be capped at 5% annually.

5.2 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

5.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.

5.4 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.

5.5 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.6 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.

5.7 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

5.8 The Contract, including the RFP, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.

5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.

5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee

of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.

5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.

5.16 Termination Clauses

5.16.1 This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

5.16.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days

of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

5.16.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.17 Non-Appropriation Clause

5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.19 Payment Procedures

5.19.1 Contractor shall invoice Owner once per service following completion of service. The invoice shall include dates of service, tons of materials processed, and a brief description of work performed.

5.19.2 The Proposer shall submit weight tickets from the final disposal facility showing date, time, location, gross weight, tare weight, and net weight. County staff shall compare submitted weight tickets with landfill records to verify material tonnage. In the event of minor discrepancies, weight ticket information shall take precedence. If a major discrepancy is found, County staff and the Proposer shall attempt to find the cause of the discrepancy and negotiate a final tonnage agreeable to both parties.

5.19.3 If the processed material has been sold, documentation showing the amount received for the sale of the material shall also be included with the invoice.

5.19.4 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.

5.20 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.

5.21 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.

5.22 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.

5.23 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – SUBMISSION REQUIREMENTS

6.1 The Proposer shall provide pricing for services as requested on the Proposal Form.

6.2 The Proposer shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

6.3 The Proposer shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Proposer's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

6.4 By signing its Proposal, the Proposer acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3 and 2.4.

SECTION 7 – BID FORMS

7.1 Please see Attachments A-F for required Bid Forms.

Attachment A

BIDDER'S CHECKLIST

The following items must be executed by ALL BIDDERS and submitted at due date and time. Not submitting these attachments at time of due date and time may deem your quote as non-responsive.

◯ PROPOSAL FORM (Attachment B)

◯ STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)

◯ CLIENT REFERENCE (Attachment D)

◯ ACKNOWLEDGEMENT OF AMENDMENTS (Attachment E)

Attachment B

Landfill Operation and Management Bid Form

Grinding and Hauling $_____ per ton

Fuel Surcharge $_____ per ton
(Fuel Surcharge outlined in Section 4.2)

Does the Proposer have any possible conflict of interest? ☐ Yes ☐ No
If so, explain the nature of potential conflict: _____

_____

I certify that neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract.

I also certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____ Date: _____

Title: _____ Company: _____

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

_____

_____

_____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: _____

4. Number of regular full-time employees _____
   Number of part time employees _____

5. Company Federal ID#. _____

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

_____

_____

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Attachment B

Landfill Operation and Management Bid Form

Grinding and Hauling $ 24.34 per ton

Fuel Surcharge $ 1.25 per ton
(Fuel Surcharge outlined in Section 4.2)

Does the Proposer have any possible conflict of interest? ☐ Yes ☒ No
If so, explain the nature of potential conflict: _____

I certify that neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract.

I also certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____ Date: 2-1-2023

Title: MEMBER Company: SHAVENDER TRUCKING LLC

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

SHAVENDER TRUCKING LLC
PO Box 204, 81 NC HWY 99 N.
PANTEGO NC 27860

2. Contact Person for this Project: BUDDY SHAVENDER
Phone No: 252-943-3379 EXT 231
Email address: buddy@shavender.com

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: 9 YEARS / 49 YEARS - GUY SHAVENDER TRKG, INC.

4. Number of regular full-time employees 41
Number of part time employees 2

5. Company Federal ID#. 46-3858748

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

SHAVENDER TRUCKING LLC WILL HANDLE ALL ASPECTS OF THE CONTRACTED SERVICES.

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	COASTAL CLEARING & GRADING
Contact Name	STUART RICKS
Title	OWNER
Phone Number	252-945-4929
Scope of Services Provided	SITE GRINDING & HAULING

Reference #2

Company Name	WEYERHAEUSER CO
Contact Name	GAIL KERRY
Title	PROCUREMENT MANAGER
Phone Number	252-560-4009
Scope of Services Provided	SITE GRINDING & HAULING

Reference #3

Company Name	INTERNATIONAL PAPER
Contact Name	SHERRY HALSTEAD
Title	PROCUREMENT MANAGER
Phone Number	252-229-6006
Scope of Services Provided	SITE GRINDING & HAULING

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. NONE, Dated _____

Amendment No. NONE, Dated _____

Amendment No. NONE, Dated _____

Contractor Name: SHAVENDER TRUCKING LLC

Address: PO BOX 204
PANTEGO NC 27860

Signature of Authorized Representative: [signature]

Title: MEMBER / MANAGER

Phone Number: 252-943-3379 EXT 231

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works

Agenda Title: AOC IT Upgrades

Summary of Information: The North Carolina Administrative Office of the Courts (NCAOC) Technology Services Division (TSD) provides information technology services and solutions to support the day-to-day work of the Judicial Branch. NCAOC CURRENTLY has two projects which require expanded IT and electrical infrastructure within the Courthouse and other County facilities. NCAOC provides and installs equipment for the Judicial Branch, while the County is responsible for providing and installing the infrastructure (cables, wires, junction boxes, etc.) for the electrical and IT infrastructure upgrades.

1. In February of 2022, NCAOC personnel met with Court officials and County staff to discuss the installation of a new Courtroom AV system (CRAVE) to improve Court effectiveness by bringing Webex into the Courtroom, allowing for hybrid or fully remote proceedings. NCAOC will provide the equipment and installation services needed to outfit the District and Superior courtrooms. NCAOC personnel determined the needs for this project, presented the County with plans in July of 2022, and requested that the new infrastructure be installed as quickly as possible. Staff worked with the County's IT vendor and electrical contractor to complete this work in October of 2022. NCAOC is scheduled to install the new NCAOC equipment in March of 2023. The cost to date is $18,092.45, and an additional $2,000 is requested as contingency for the completion of the work. Total: $20,093.00

2. In October of 2023, NCAOC personnel presented documents to Court officials and County staff regarding a project to expand wireless access (WAVE) in the Courthouse, Courthouse Annex, and Horne Building for judicial purposes. Again, the County is responsible for providing expanded IT infrastructure to support the installation of the new wireless access equipment in each of the three buildings. The quote provided by the NCAOC to have their contractor install the infrastructure is approximately $45,000. However, staff estimates that the work can be completed using local contractors for $27,550.00.

Neither of these projects were included in the preparation of the FY2023 budget. Additional funding is requested for costs incurred for the CRAVE project and for moving forward with the WAVE project. A total of $47,643.00 is requested.

Submitter Recommendations/Motions: Approve attached Budget Amendment to fund two NCAOC Technology Services Division projects.

Attachments: 1. Budget Amendment Request

Beaufort County
Finance

Budget Amendment Request

Department: Court Facilities **Date of Request:** 03/06/2023

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10 -0991-499100	FUND BALANCE APPROPRIATED	$47,643	
10 -4160-535101	MAINT/REPAIR-COURTHOUSE	$47,643	

Department Justification: (Please provide detailed explanation)

Appropriate fund balance for the following projects:

- NCAOC Courtroom AV System (CRAVE) - $20,093
- NCAOC Wireless Access System (WAVE) - $27,550

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

County Position No. _____

State Position No. _____

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

05/08

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Presentation

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Economic Development Update

Summary of Information: An Economic Development update will be given, to include an outline of where we are with the Aurora Industrial Park project and department initiatives, including Project Activity, Site and Building Developments, etc.

Submitter Recommendations/Motions: Informational.

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Lease Agreement, Economic Development

Summary of Information: The Economic Development Department has been working with a client called Project Globe, who are interested in moving their company to Beaufort County and building a new building for their operation. Project Globe needs immediate space for their office operations, so it was proposed that they utilize the Skills Center on a temporary basis. Discussions led to the client expressing an interest in leasing all of the Skills Center, initially just the office portion and then taking over the back area once the Beaufort County Community College Boat Building Program moves on campus sometime in August of 2023. Project Globe would lease the building from the Beaufort County Committee of 100 for a period of two years with an option for a third while they plan, design, and build a new building on a different parcel within the Washington Beaufort County Industrial Park. This would require the Beaufort County Economic Development Staff as well as the staff person with the Committee of 100 to relocate. A new office that was being renovated was identified that met the needs of the department at 108 Union Drive in downtown Washington. The new location is in close walking proximity to the County Manager's office, Tax and Finance office as well as the Commissioner's Auditorium.

Submitter Recommendations/Motions: Staff recommends approving the lease agreement for Economic Development offices.

Attachments:

REALTORS® CommercialAlliance

REALTOR® North Carolina Association of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between **108 Union Drive, LLC**,
a(n) **NC LLC** ("Landlord"),
(individual *or* State of formation and type of entity)
whose address is **718 West Main Street, Washington, NC 27889**, and
Beaufort County, NC Government,
a(n) _____ ("Tenant").
(individual *or* State of formation and type of entity)
whose address is **121 West 3rd Street, Washington, NC 27889**

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____ (name(s) of guarantor(s)) attached hereto and incorporated herein by reference. **(Note: Attach Guaranty Agreement (Form 595-T) or attorney-drafted guaranty).**

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (herein after called the "Premises"), to wit:

(Address): **108 Union Drive, Washington, NC 27889**

☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County; consisting of approximately _____ acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, Premises shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: _____)

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on **April 1**, **2023** ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on **March 31**, **2026**, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☒ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least **90** days prior to the end of the then expiring term of this Lease, for **Two** additional term(s) of **Three** years each.

REALTOR® North Carolina Association of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 592-T
Revised 7/2022
© 7/2022

Tenant Initials _____ _____ Landlord Initials _____ _____

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit B.**

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of $ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workman like manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on **April 1, 2023** ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ **24,000.00**, payable in equal monthly installments of $ **2,000.00**, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☒ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every **Three** Lease Year Anniversary by **7.000** % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by $ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit B.**

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

_____

_____

© 7/2022

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 108 Union Drive,

LATE CHARGES

4. If Landlord fails to receive full rental payment within _____ days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to _____ percent _____ (%) of the overdue amount or $ _____ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ _____ as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
HVAC (maintenance/service contract)		X	
Elevator (including phone line)			X
Security System		X	
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance		X	
Sprinkler System (including phone line)		X	
Pest Control		X	
Snow/Ice Removal		X	

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: **County Government Office/Meeting Space** ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☐ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or

☐ All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If one of the two boxes above is checked, then if the final Lease Year of the term fails to coincide with the tax year, any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the

then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

Insurance

☐ the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than **$1 Mil per occurrence/$3 Mil aggregate** combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in Section 12 herein, Landlord agrees to be responsible for capital replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents,

invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contract or as to any repairs in excess of $ **1,000.00** .

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to $ _____ per HVAC System with a maximum repair or replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to $ _____ per HVAC System with a maximum replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or

improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via paragraph 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.
(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the

Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of $ _____ as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed $ _____. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the

Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" 30 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, incompliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant.

Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

_____ ("Listing Agency"),
_____ ("Listing Agent" - License # _____)
Acting as: ☐ Landlord's Agent; ☐ Dual Agent
and _____ (Leasing Agency"),
_____ ("Leasing Agent" - License # _____)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same. The NC REALTOR Memorandum of Lease (Form 596-T) or an attorney-drafted memorandum of lease may be used for this purpose.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions

☐ If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

☐ If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

108 Union Drive, LLC
(Name of Firm)

By: _____
Julian Picott Harrington, III

Title: **Manager**

Date: _____

TENANT:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

Beaufort County, NC Government
(Name of Firm)

By: _____

Title: _____

Date: _____

STANDARD FORM 592-T
Revised 7/2022
© 7/2022

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Presentation

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

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

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Postage Meter Lease

Summary of Information: The County currently leases its postage machine from Pitney Bowes. The lease ends on April 30, 2023 and the machine becomes obsolete after that time. The current lease is $307.29 per month and does not include maintenance of the rented equipment. Attempts by staff to get a new quote from Pitney Bowes have been unsuccessful.

Quadient USA is a USPS approved vendor and covered under State of NC purchase and contract pricing. Attached is a copy of their proposal. The recommended term is 39 months at $253.99 per month with a one-time activation fee of $295. The lease amount includes installation, training, a barcode reader for certified letters, and onsite maintenance.

Fiscal Impact: $10,200.61 over the term of the lease

Submitter Recommendations/Motions: Staff recommends approving the attached 39-month lease with Quadient for a postage machine.

Attachments:
1. Postage Machine Proposal

Angie Pitts

From: Baugher, Kathryn <K.Baugher@quadient.com>
Sent: Thursday, February 23, 2023 10:46 AM
To: Angie Pitts
Subject: RE: Quadient USA - Postage Meter Inquiry
Attachments: Postage Payment Options POC.pdf; iX-5_Neostats_Neoship.pdf; january-2023-usps-rate-guide.pdf; SP35_Electronic_Services Brochure.pdf

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

Hi Angie,

It was great speaking with you today! I have include information on our iX-5 AF and SP-35 E-services for Certified Mail. Please let me know if there are any questions.

iX-5AF

https://resources.quadient.com/m/343b6b071bdd7028/B4237D57-Video-IX5_US.mp4

iX-5AF

All-Inclusive Rental

1 ink cartridge (10,000 imprints) and 1 set of labels included free



IX-5 AF

iX-5AF - Semi-automatic meter with 5lb scale and envelope sealer, 110 letters/min– Internet Connection; Catch Tray

-$212.99 per month – 39 months lease

-$177.99 per month – 63 months lease

Installation, training, onsite maintenance included

SP35, barcode reader included: $41 per month, one-time activation fee of $295

quadient

KATHRYN BAUGHER

Inside Sales Representative, Quadient Direct

K.Baugher@Quadient.com

Office: 972-432-5996

quadient.com

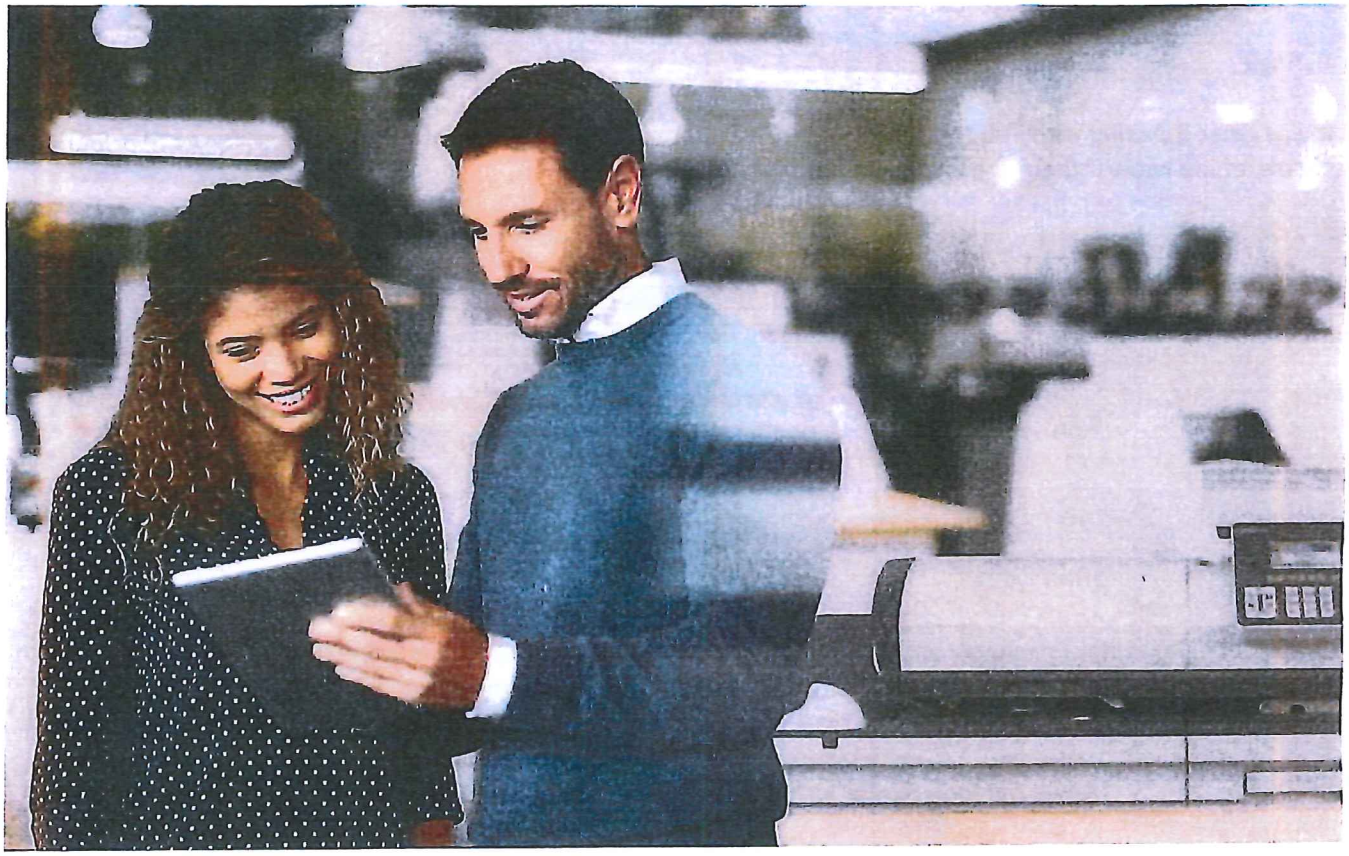
Learn more about Quadient

From: Baugher, Kathryn
Sent: Monday, January 23, 2023 1:13 PM

quadient
Because connections matter.

BUSINESS ACCELERATED

Simple. Flexible. Reliable.



iX-5 Series

The iX-5 offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

The iX-5 boasts a modern design with a color screen and easy-to-use control panel. The system meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. The contemporary design of the iX-5 Series depicts clean lines and bold edges while maintaining Quadient's commitment to build and ship products in the most ecological manner.

EXPERIENCE
A rich history of world-class leadership

PROVEN RESULTS
96% customer satisfaction rate

EXPERTISE
8 billion personalized experiences annually

BACKED BY THE EXPERTS
Gartner, Forrester, and Aspire

MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED



Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.

- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
  - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

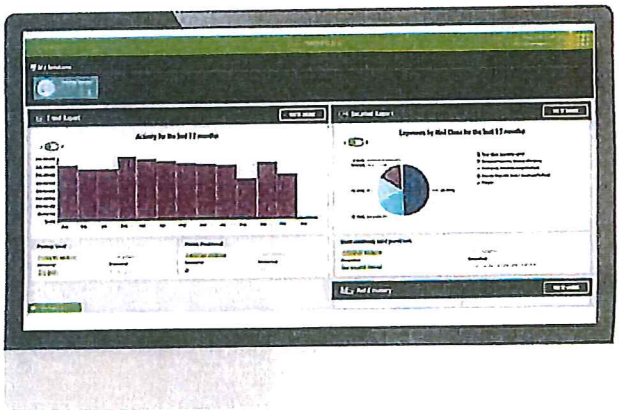
MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



quadient

Postage Payment Options for Your POC® Account

There are three postage payment options available to customers to pay for postage:

1. Prepay (USPS®)
   - "Pay in Advance"
   - Prefund a USPS® account by check, wire or ACH credit
2. PostageNow™ ACH (USPS®)
   - "Pay Just in Time"
   - Electronic payments in which funds are auto-debited from customer's bank account
3. Quadient Postage Funding
   - "Pay After You Use It"
   - Monthly billing for postage; pay by check, ACH credit or online

Postage Payment Options:

Program	Prepay (USPS®)	PostageNow™ ACH (USPS®)	Quadient Postage Funding
How It Works	1. Customer prepays by check, ACH credit or wire to a USPS® account. 2. Once funds are posted to the account, customer may download postage to the meter at any time, up to the amount of available prepaid funds in the account.	1. Customer authorizes automatic ACH direct debit through an account with USPS®. 2. Customer may download postage to meter at any time. 3. After the postage download, an ACH debit transaction is created in which the customer's bank account is automatically debited for the amount of the postage download.	1. Customer gets a postage billing account with a preset account limit according to the meter. 2. Customer may download postage to the meter at any time, up to the account limit. 3. At the end of the monthly billing cycle, Quadient will invoice the customer for the amount of postage added into the meter for that month.
Statements	Optional monthly statement	Optional monthly statement	• Monthly statement by mail or online • 28-day payment terms • Ability to choose monthly bill day
Web Information "Myquadient" *www.myquadient.com*	• Prepaid account balance • Account activity by date, amount and meter serial number	• Account activity by date, amount and meter serial number	• Account balance and available funds • View current and past statements • Create account activity reports • Make online payments • Email alerts *(e.g. payment due date)*
Pricing and Fees	• $0 to prepay postage	• $50 annual account maintenance fee per POC account • $25 NSF return fee	• Low volume mailing systems – $0 transaction fee up to $700 monthly postage • Mid/high volume mailing systems – $0 transaction fee up to $4,000 monthly postage • 1% fee over monthly account limits • Finance charges or late fees may apply for past due payments

Please see page 2 for important payment instructions. For more information, visit *www.quadient.com* or call *1.800.636.7678.*

neopost USA HASLER

Electronic Services

SP35 Option

What is it?

- Electronic Services include the following: e-Certified Mail™, and e-Return Receipt. These services help track and confirm important items and save money by using USPS® discounted electronic rates.

Who is it for?

- Companies who want a **more cost-effective and simpler way** to track delivery of letters – use of Certified Mail™ and Return Receipt
- Accountants – CPAs, tax authorities; Legal - law firms; Financial Institutions – banks, creditors; Medical Agencies – doctors, dentists, hospitals; Government – state agencies, courts; Education – colleges & universities, school systems; Real Estate – condo associations, local offices

Challenges:

- Certified Mail™ with Return Receipt definitely isn't cheap. At $6.48, a 1 oz. letter is over 1000% more than a typical $0.49 First-Class Mail® piece with no special services
- Manual preparation can be extremely labor intensive, involving up to 10 extra steps per letter
- Green Return Receipt cards require physical storage space and time-consuming manual organization
- Green cards are easily misplaced or lost

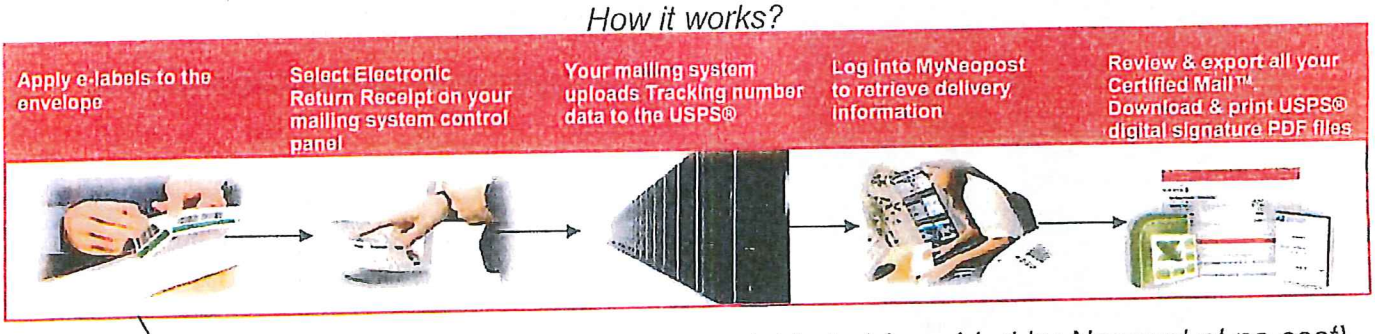
Neopost USA has the solution:

- ✓ **Reduced Labor** - Stop handwriting USPS® Certified Mail forms. Using Electronic Return Receipt technology, Neopost IS/IM Series mailing systems streamline Certified Mail™ preparation
- ✓ **Reduced Postal Cost** - ***Save $1.20 per letter*** by providing digital signature in place of the green card
- ✓ **Better Tracking** - Delivery and signature information is automatically organized for you on the web. Just log into your Neopost online account whenever you need to track an item

e-Confirmation Saving Summary

	Return Receipt
Retail	$2.80
Electronic Rate	$1.60
Savings/Piece	**$1.20**

How it works?



E-Return Receipt Label (provided by Neopost at no cost)



January 2023 UPDATE

Postage Rate Guide 2023 USPS®

5 Ways To Save

01 Get the meter discount

You get a three-cent discount on every First-Class letter you mail using a Quadient meter. That's a big savings compared to stamps and Post Office rates.

Get discount >

02 Do Certified Mail® online

Switch from hard-copy to electronic Return Receipt. With our online software, you can save 37 % and improve the entire process.

Learn more >

03 Consider presorting mail

With the right mail volume, you can take advantage of USPS presort discounts.

Read about it >

04 Start rate shopping

With shipping software, you get access to discounted USPS rates, and you can even rate shop for the best prices to reduce costs further.

See how it works >

05 Be aware of DIM weight

Don't leave unused space in packages. Light, bulky shipments get hit the hardest with DIM charges. Go with flat-rate Priority Mail® service when you can.

Check it out >

Key Takeaways

- ✓ 2023 USPS new pricing affects the First-Class stamp, metered mail rates, and postcards, additional ounces and postcards.
- ✓ The increases raise First-Class Mail prices by approximately 4.2%.
- ✓ These new postage rates will go into effect on January 22, 2023.
- ✓ Get email alerts **here.**
- ✓ Read more on the **USPS Website.**

Postal Mail Classes

First-Class Mail®

Use First-Class Mail® for lightweight letters up to 3.5 oz. and flats up to 13 oz. that need to be delivered in 1 to 3 business days.

PRODUCT	STAMPS	METER	SAVINGS
Letter - up to 1 oz.	$0.63	$0.60	$0.03
Letter - up to 2 oz.	$0.87	$0.84	$0.03
Letter - up to 3 oz.	$1.11	$1.08	$0.03
Letter - up to 3.5 oz.	$1.35	$1.32	$0.05
Postcard - 3.5" H x 5" L	$0.48	$0.48	—
Large Envelope (Flats up to 1 oz.)	$1.26	—	—
Large Envelope (Flats 2-13 oz.)	$1.50 - $4.14	—	—

First-Class Package Service

Use this service for the lowest cost on lightweight shipments weighing up to 15.99 oz. that need to be delivered in 1 to 3 business days.

SIZE	POST OFFICE	QUADIENT	SAVINGS
1 - 4 oz.	$4.75 and up	$3.59 and up	$1.16 and up
5 - 8 oz.	$5.40 and up	$3.99 and up	$1.41 and up
9 - 12 oz.	$6.15 and up	$4.62 and up	$1.53 and up
13 oz.	$7.50 and up	$5.85 and up	$1.65 and up
15.999 oz.	—	$5.85and up	—

Priority Mail® Flat Rate

Use this when you need to send small, heavy items that weigh up to 70 lbs. without breaking the bank. Items are delivered in 1 to 3 business days.

PRODUCT	POST OFFICE	QUADIENT	SAVINGS
Flat Rate Envelope (12.5" x 9.5" or smaller)	$9.65	$8.05	$1.60
Legal Flat Rate Envelope	$9.95	$8.35	$1.60
Padded Flat Rate Envelope	$10.40	$8.80	$1.60
Small Flat Rate Box	$10.20	$8.55	$1.65
Medium Flat Rate Box	$17.10	$14.75	$2.35
Large Flat Rate Box	$22.80	$19.90	$2.90
APO/FPO/DPO Large Flat Rate Box	$21.20	$18.35	$2.85

Priority Mail Express® Flat Rate

Use this when you need something delivered fast! It guarantees delivery overnight and is available 365 days a year.

PRODUCT	POST OFFICE	QUADIENT	SAVINGS
Flat Rate Envelope	$28.75	$24.90	$3.85
Legal Flat Rate Envelope	$28.95	$25.15	$3.80
Padded Flat Rate Envelope	$29.45	$25.35	$4.10

USPS® Extra Services

Use Certified Mail® when you need proof of delivery date and time! Add Return Receipt for written or electronic proof that item was received. Best for: Critical Mail Pieces.

PRODUCT	HARD COPY	ELECTRONIC	SAVINGS
Certified Mail®	$4.15	—	—
Return Receipt	$3.35	$2.10	$1.25

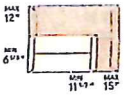
POSTCARDS



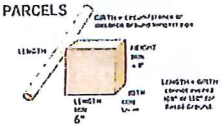
LETTERS



LG ENVELOPES



PARCELS



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Check out our mailing and shipping products at QuadientDirect.com
Learn about USPS® promotions at postalpro.usps.com/promotions

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Public Beach and Coastal Waterfront Access Grant Contract for Wrights Creek Project

Summary of Information: At the April 4, 2022 regular meeting the Board approved submitting a pre-application to the NC Division of Coastal Management for a Public Beach and Coastal Waterfront Access Grant to complete the final phase of the Wrights Creek project. At a regular meeting on September 6, 2022 the Board held a public hearing on submitting the final application for the grant. There were no public comments received and the Board approved submitting the final application. On October 25, 2022 the Governor announced that Beaufort County had been awarded the grant in the amount of $405,000.

The County has now received the grant contract from the NC Division of Coastal Management for the project. The original local match for the grant was 50% but that has been reduced. The local match is now $307,582. A project ordinance is attached along with a budget amendment providing the local match.

This grant will allow the County to complete the Wright Creek project as originally proposed.

Fiscal Impact: $307,582

Submitter Recommendations/Motions: Approve the attached contract from NC Division of Coastal Management for a Public Beach and Coastal Waterfront Access Grant to complete the final phase of the Wrights Creek project and approve the project ordinance and budget amendment.

Attachments:
1. Public Beach and Coastal Waterfront Access Grant Contract
2. Award Letter
3. Project Ordinance
4. Budget Amendment

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

North Carolina Department of Environmental Quality
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **BEAUFORT COUNTY** (the "Grantee"[1]).

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

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

   a. State's General Terms and Conditions (Attachment A)
   b. Department's Request for Proposal ("RFP") (Attachment B)
   c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
   d. Notice of Certain Reporting and Audit Requirements (Attachment D)
   e. Grantee's No Conflict of Interest Certification (Attachment E)
   f. Certification of No Overdue Tax Debts (Attachment F)

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

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

4. **Contract Period.** This Agreement shall be effective from the date upon which all parties have signed this Agreement to **08/28/2024**, inclusive of those dates.

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

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

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

b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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

d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.

e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.

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

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

h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.

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

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

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

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

8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FOUR HUNDRED FIVE THOUSAND DOLLARS ($405,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	PARTF-CAMA	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
$405,000.00	1612	536993	2500-5J10

Grantee Matching Information:

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

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

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

[X] c. The Grantee's matching requirement is **$307,582.00**, which shall consist of:

	In-Kind	$
X	Cash	$307,582.00
	Cash and In-Kind	$
	Other / Specify:	$

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

9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
   a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.

   b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.

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

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

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

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

Grantee Contract Administrator	Department's Contract Administrator
Brian Allgood, County Manager Beaufort County 121 West 3rd Street Washington, NC 27889 Telephone: 252-946-0079 Email:brian.allgood@co.beaufort.nc.us	Rachel Love-Adrick NC DEQ DCM 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-515-5403 Email: rachel.love-adrick@ncdenr.gov

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

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

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

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

    c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

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

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

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

    Civil Rights Restoration Act of 1987, as amended;

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

    Age Discrimination Act of 1975, as amended;

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

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

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

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

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

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

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

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

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

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

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

BEAUFORT COUNTY

By_____
Grantee's Signature

_____
Printed Name and Title

_____
Organization

_____
Date

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By_____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

_____
Date

ORIGINAL

General Terms and Conditions
Governmental Entities

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

(13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

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

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

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

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

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

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

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

(a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
(b) Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

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

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

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

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

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

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

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

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

ON FILE DOCUMENTS
2022-2022 PUBLIC BEACH AND COASTAL WATER ACCESS GRANT
BEAUFORT COUNTY – WRIGHT'S CREEK IMPROVEMENTS PHASE 3
GRANT CONTRACT NO.

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is 252-515-5400.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2022-23 Cycle Grant Pre-application RFP packet

2. Beaufort County 2022-23 Pre-application submission.

3. North Carolina Public Beach and Coastal Waterfront Access Fund 2022-23 Cycle Grant Final Application RFP packet

4. Beaufort County 2022-23 Final Application submission.

NORTH CAROLINA COASTAL MANAGEMENT
Public Beach and Coastal Waterfront Access Program

Beaufort County – Wright's Creek Phase III 2022-2023

Local Government: Beaufort County

Federal ID #: 56-6001521

Local Project Administrator:
Brian Alligood, County Manager
121 W 3rd Street
Washington, NC 27889

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

Site Location/ Address: Site is located at Wilkins Rd. (SR-1726) Belhaven, NC 27810 (no address number assigned). The parcel is located at the end of Wilkins Rd. on the right-hand side, adjacent to the NC Wildlife Boat Ramp. Deed # is 201600454 and is in Book 1892, Page 882-884, dated 2/2/2016.

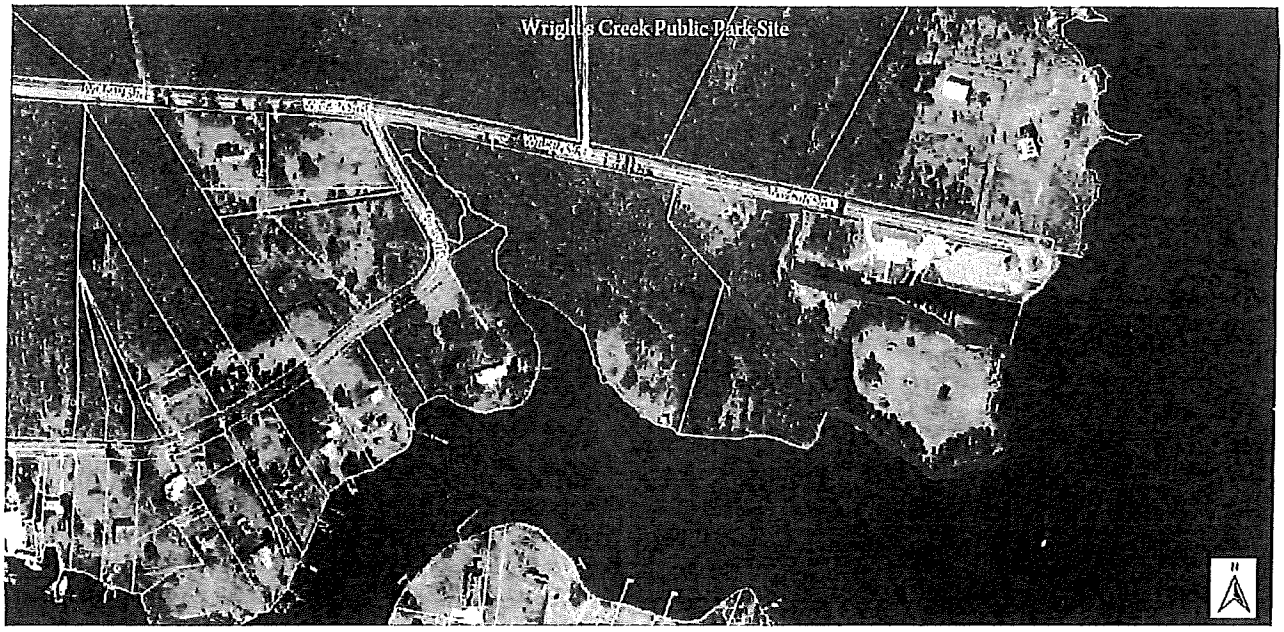
Project Description: permit, design, and construction of an entrance drive, 10' width x 1,200 linear ft. of a walking trail, a 30' x 40' picnic shelter with tables, grills, and trash bins, a 6' width, 120 linear feet boardwalk with railing and a 20' diameter circular gazebo, and a living shoreline demonstration site. The entire walking trail will be asphalt paved for ADA accessibility and provide ADA accessibility to all improvements including the picnic shelter, the boardwalk with gazebo, and the living shoreline demonstration site. The large picnic shelter will be on a concrete pad for ADA accessibility. The boardwalk and gazebo will also be ADA accessible.

Site Description: Most of the park site is cleared of vegetation, with a few large trees located on the northern edge of the parcel and the southern and western edges of the parcel. The site has over 1,500 ft of shoreline on Wright's Creek, which provides access to the Pungo and Pamlico Rivers and the Intracoastal Waterway.

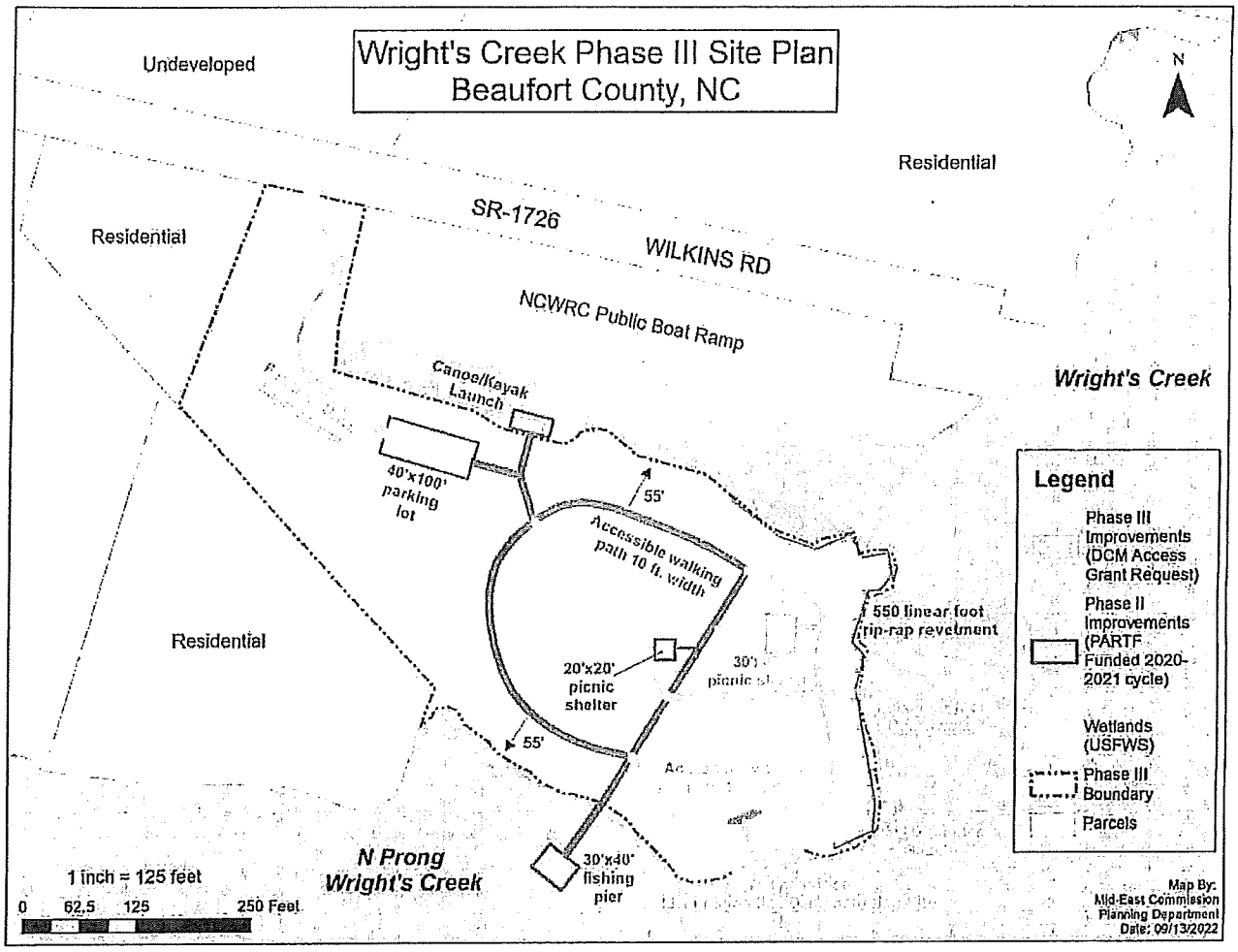
A. REGIONAL LOCATION MAP



B. VICINITY MAP



C. PROJECT SITE PLAN: Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
   a. Ineligible items: Tools, maintenance equipment, office equipment and indoor furniture.
   b. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
   c. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for in-kind match.
   d. Restoration plans: Wetland restoration may be eligible for cash or in-kind match credit.
   e. Attorney Fees: No fees for permitting, condemnation or other litigation will be considered.

2. Other state and federal requirements:
   a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
   b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.

3. Project signage, retention of use, and operation and maintenance:
   a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
   b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
   c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
   d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
   e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award. If the negotiated purchase price or a subsequent appraisal value is greater than the project cost as presented in the final application, the grantee must pay the additional cost.
   f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
   g. Retention of Use: All grants to local governments for land acquisitions shall be made on the following conditions:
      1. The local government agrees to dedicate acquired lands in perpetuity for public access and for the benefit of the general public. The dedication shall be recorded in the office of the register of deeds in the county where the dedicated lands are located.
      2. If Program grant funds are used to acquire a lease or easement, the lease or easement agreement shall have a minimum term of 25 years.

3. If the local government uses the property for a purpose other than beach or coastal waters access or elects to sell or otherwise dispose of the property, the local government shall reimburse the State an amount that is the greater of (i) the amount of Program grant funds provided to purchase the property or (ii) an amount equal to the same proportion of the current market value of the property as the proportion of the original purchase price of the property funded with Program grant funds.

h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract; these requirements will survive the closeout of the contract. Acquired or developed property is required to be operated and maintained as follows:
   1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
   2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
   3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
   4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
   5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
   6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation, maintenance, and enhancement of existing public access sites, including trash removal, law enforcement and public safety, beach nourishment projects or the provision of new public access sites through acquisition or easement. Local governments shall prepare annual accounting reports for fees generated by Public Beach and Coastal Waterfront Access Program funded access sites and shall make the report. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 07B .0804.

i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.

j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.

4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.

5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

Local Government: Town of Atlantic Beach
Project: DoubleTree East Dune Crossover Public Water Access

E. BUDGET SUMMARY

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
	$	$	$	$
	$	$	$	$
	$	$	$	$
Permit and Design Fees				
Living shoreline demonstration site - site analysis and design	$ 14,825.00	$ 4,875.00	$	$ 19,700.00
Design fees for all other DCM improvements (10% of construction cost)	$ 31,928.00	$ 10,642.00	$	$ 42,570.00
	$	$	$	$
Site Improvement Costs: Materials				
Total material cost for DCM requested improvements - see attachment	$ 203,378.00	$ 67,793.00	$	$ 271,171.00
Total material cost for PARTF funded improvements - see attachment	$	$ 103,590.00	$	$ 103,590.00
	$	$	$	$
Site Improvement Costs: Labor				
Total labor cost for DCM requested improvements - see attachment	$ 135,585.00	$ 45,195.00	$	$ 180,780.00
Total material cost for PARTF funded improvements - see attachment	$	$ 69,060.00	$	$ 69,060.00
	$	$	$	$
Local Administrative Costs				
DCM Grant administration (5% of project cost)	$ 19,284.00	$ 6,427.00	$	$ 25,711.00
	$	$	$	$
	$	$	$	$

Totals	$ 405,000.00	$ 307,582.00	$	$ 712,582.00
Match Percentages	57 %	43 %	0 %	100 %

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. In-kind match is not illustrated or represented in this chart. However, in-kind match documentation must still be reported at the time of project closeout.

Total Grant Funds: $ 405,000 + Total Local Funds: $ 307,582 = Total: $ 712,582

Grant funds to be spent $ 75,000 Local Funds to be spent $ 25,000	Work to be completed ____% • Return contract • Design work • RFQ(s) for contractor selection • Contractor selction • Land preparation
PROJECT PERIOD 2	
Grant funds to be spent $ 165,000 Local Funds to be spent $ 343,791	Work to be completed ____% • Construction • • • •
PROJECT PERIOD 3	
Grant funds to be spent $ 165,000 Local Funds to be spent $ 343,791	Work to be completed ____% • Construction • Final Inspections/Close out • • •

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0300 and all deliverables outlined in the "Project Schedule and Activities Chart".

2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.

3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.

5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.

6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of five years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.

9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.

10. Cash and In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:

    a. Are provided for in the project budget approved by DCM;
    b. Are verifiable from the local government's records;
    c. Are necessary and reasonable for proper and efficient completion of the project;
    d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;

e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
f. Do not include N.C. state sales tax; and
g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

10. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.

11. Site Amenities: The cost of amenities purchased by the grantee during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction as presented in the final application submitted to the Division of Coastal Management and specified in the contract. Examples include park benches, bike racks, water fountains, trashcans, and lights.

13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below).

14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward in-kind match.

15. In-kind Contributions: In-kind contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
    a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
    b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

c. Property Lease: Lease arrangements must be for the life of the project (25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value. Use of public agency equipment is not eligible for matching.
f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.

16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as in-kind match may be considered similarly as previously purchased or donated property.

17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.

    a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
    b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)

20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward in-kind match.

H. SIGNATURE

Signature: Brian Alligood

Title: COUNTY MANAGER

Date: 2/9/23

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.
There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

(1) Less than $25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.

(2) $25,000 up to $500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand ($25,000) but less than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.
   (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(3) Greater than $500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.
   (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
   (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker



COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita C. Radcliffe, Finance Director
David Francisco, County Attorney

BEAUFORT COUNTY
NORTH CAROLINA

CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:
A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:
It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather that only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:
Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

a. Persons receiving benefits or services from the organization;
b. Any person or organization performing or seeking to perform services under contract with the organization;
c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

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BEAUFORT COUNTY
NORTH CAROLINA

State Grant Certification - No Overdue Tax Debts

Date of Certification: February 9, 2023

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Beaufort County, NC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Sworn Statement:

Frankie Waters, Chairman of the Board of Commissioners, and Brian Alligood, County Manager, being duly sworn, say that we are the Board Chair and the County Manager, respectively, of Beaufort County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

County Manager

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: June 5, 2027

Angela R Pitts
NOTARY PUBLIC
Beaufort County
North Carolina
My Commission Expires June 5, 2027

[1] G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

October 25, 2022

The Hon. Frankie Waters, Chairman
Beaufort County
121 W 3rd Street
Washington, NC 27889

Dear Chairman Waters:

I am pleased to announce that Beaufort County has been awarded a public access grant of $405,000 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the North Carolina Department of Environmental Quality will be administering this grant. If you have any questions concerning this grant, please contact Rachel Love-Adrick in the Morehead City Regional Office at (252) 515-5403.

Congratulations on being selected for this grant. I hope these funds will help as you work to provide better public access to our beautiful coastal beaches and waterways.

With kind regards, I am

Very truly yours,

Roy Cooper

RAC/swh

cc: Senator Ernestine Bazemore
Representative Keith Kidwell
Braxton C. Davis, Division of Coastal Management

20301 MAIL SERVICE CENTER • RALEIGH, NC 27699-0301 • TELEPHONE: 919-814-2000
WWW.GOVERNOR.NC.GOV

AN ORDINANCE TO ESTABLISH A GRANT PROJECT
DCM-WRIGHTS CREEK PHASE III
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

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

Section 1. The Division of Coastal Management Grant Project is for a Public Beach and Coastal Water Access Grant to construct a boardwalk, restroom, fishing pier, picnic shelter, gazebo, site furnishings, parking, walkway, and utilities at Wright's Creek. A county contribution in the amount of $307,582 is required.

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

REVENUES:

341-3728-439810	Transfer from General Fund	$ 307,582
341-3728-449011	DCM-Wrights Creek Phase III	405,000
	TOTAL	$ 712,582

EXPENSES:

341-4928-558014	Planning & Design	62,270
341-4928-524000	Supplies – Materials	374,761
341-4928-544000	Contract Services	249,840
341-4928-519900	Administrative Services	25,711
	TOTAL	$ 712,582

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

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

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

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

This the 6th day of March, 2023.

Attest:

Chairman

Clerk

Beaufort County Finance

Budget Amendment Request

Department: General Fund **Date of Request: 3/6/23**

FY Budget: 2022/2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	307,582	
10-9800-598341	Transfer to Wright's Creek Phase III Project	307,582	

Department Justification: To appropriate GF fund balance to transfer to Wright's Creek Phase III Grant Project Fund to provide for the County portion of Division of Coastal Management grant match for the 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. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: "Wave Two" Opioid Settlements

Summary of Information: The NC Department of Justice recently announced five new opioid settlements with CVS, Walgreens, Walmart, Allergan and Teva. These settlements will result in an additional $600M to North Carolina state and local governments. The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which was signed in 2021.

Attached are an e-mail from the NCACC about the second settlement, the letter from the NCDOJ announcing the second settlement, the resolution needing approval by the Board and the Supplemental Agreement for Additional Funds (SAAF).

The County Attorney has reviewed all the documents.

Submitter Recommendations/Motions: Approve the attached resolution and Supplemental Agreement for Additional Funds (SAAF) that authorizes the Chairman to sign the five settlement agreements for the second wave of funding.

Attachments:
1. NCACC E-mail
2. NC DOJ Letter
3. Resolution
4. SAAF Agreement

Brian Alligood

From: Kevin Leonard <kevin.leonard@ncacc.org>
Sent: Wednesday, February 15, 2023 8:25 AM
To: Commissioners; County Managers; County Attorneys
Cc: Kevin Leonard; Amy Bason
Subject: SUPPLEMENTAL OPIOID SETTLEMENTS - APPROVAL REQUESTED
Attachments: DOJ letter to counties 2.14.23c.pdf; NCACC-Resolution-Template-2nd-Wave-NC-Opioid-Allocation-SAAF-2.8.2023-FINAL.docx; SAAF Clean Final Feb 12 2023 for posting.pdf

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.

Dear County Commissioners, County Managers, and County Attorneys:

As you may have heard NCDOJ recently announced five new opioid settlements with CVS, Walgreens, Walmart, Allergan, and Teva. These settlements will result in an additional $600 million to North Carolina state and local governments. This is in addition to the first round of settlements which resulted in $750 million being distributed to North Carolina state and local governments, with 85% going to local governments.

The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which your county signed in 2021. This is good news, and we hope you will sign the agreements as soon as possible.

To receive the settlement funds, several actions are needed.

ACTION ONE:

- Your Board must approve a resolution joining the settlements.
- A sample resolution is attached for your consideration.
- Approving the resolution will authorize your county staff to sign the settlement paperwork.

ACTION TWO:

- County staff needs to sign the settlement paperwork.
- Be sure to sign all five settlements and the Supplemental Agreement for Additional Funds (SAAF).
- Docu-sign links will be provided to county staff (Manager or Attorney) to sign the agreements.

DEADLINE:

- Counties have until **April 18** to join and sign the settlement agreements.

HELPFUL MATERIALS ATTACHED:

- Communication from Attorney General Josh Stein
- Sample Board Resolution
- Supplemental Agreement for Additional Funds (SAAF)

QUESTIONS:

- For legal questions, please consult your county attorney or local counsel.
- NCDOJ – email opioidsettlement@ncdoj.gov
- NCACC – Amy Bason / NCACC Deputy Director & General Counsel / amy.bason@ncacc.org

We hope this information is helpful. Please let us know if we can be of further assistance.

Best,

Kevin Leonard

North Carolina
Association of
County Commissioners

Kevin Leonard
Executive Director
Phone (919) 369-8109
www.ncacc.org

JOSH STEIN
ATTORNEY GENERAL

February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the $26 billion national opioid settlements with the "big three" drug distributors plus Johnson & Johnson ("Wave One Settlements"). These funds began flowing to your county in 2022.

We recently negotiated $21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva ("Wave Two Settlements"). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina's state and local governments stand to receive more than $600 million from the Wave Two Settlements – in addition to the more than $750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement ("MOA") on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the "Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation" or "SAAF" for short. It provides that the bulk of North Carolina's money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available HERE on NCACC's Opioid Settlement Assistance website; and a link to the template is also available HERE on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available HERE on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's www.MorePowerfulNC.org website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (https://ncopioidsettlement.org/).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,



Josh Stein

2023-03-06-001

RESOLUTION BY THE COUNTY OF BEAUFORT AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Beaufort County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Beaufort County hereby authorizes the Chairman of the Board to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

_____
Kathleen Mosher, Clerk to the Board

SEAL

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds ("SAAF") is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement ("MOA") Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:

1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and

2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term "Bankruptcy Resolution" is defined in the MOA.

B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.

2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.

5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.

6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.

7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.

2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.

3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.

4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.

5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.

6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.

2. Amendments to the SAAF.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.

3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.

5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.

6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.

9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____
Name: _____
Title: _____
County/City/Town of _____
Date: _____

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Discussion

Presenter: Brian M. Alligood, County Manager

Agenda Title: Legislative Requests Discussion

Summary of Information: Senator Perry, representing Beaufort, Craven and Lenoir counties, recently sent a request to elected officials in his district for any legislative changes, infrastructure items, or capital budget requests. Senator Perry serves as one of the Chairs of the Senate Finance Committee.

Staff is seeking direction from the Board on any items it wishes to submit to Senator Perry for consideration.

Submitter Recommendations/Motions: Provide feedback to staff on any items the Board wishes to submit to Senator Perry for consideration.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Notice System for Register of Deeds

Summary of Information: Commissioner Richarson would like the Board to consider not allowing the Register of Deeds office to install a program that would alert citizens in the event their property has a filing on it.

Submitter Recommendations/Motions: Motion not to allow the Register of Deeds to install a notice system when documents are recorded.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Position and Salary Review Policy

Summary of Information: Commissioner Richardson would like the Board to set a policy that all requests for position or salary review under the State salary plan are to be approved by the Board of Commissioners before being sent to the State.

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Storm Water Rules Update

Summary of Information: Commissioner Richardson would like an update regarding the Stormwater rules and how we will be proceeding. He would also like to know when the proposed effective date is.

Submitter Recommendations/Motions: Report on storm water rules.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

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: 3/6/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: State Supported School Choice Programs

Summary of Information: Commissioner Deatherage would like to discuss if a State supported school choice program would be a benefit to correcting a failing education industry.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: United States Undefended Sovereign Border

Summary of Information: Commissioner Deatherage would like to continue the discussion regarding Beaufort County as a border county and the societal effects of a wide open border.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 3/6/2023

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: