

Beaufort County Board of Commissioners
Monday, June 5, 2023, Agenda
136 W 2nd Street, Washington, NC 27889

- Pre-meeting prayer offered by Rev. Stephen Bazan of First Methodist Church of Washington

A) Call to Order – Chairman Waters		5:30 PM
B) Invocation and Pledge		
C) Conflict of Interest Disclosure Statement	3	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Items for Presentation		
1. Governor’s Volunteer Service Awards and Medallion – Jessica Burnham, Executive Director	4	5:40 PM
Beaufort-Hyde Partnership for Children		
2. Service Awards Presentation – Deloris Creasman, Human Resource Director	5	5:45 PM
F) Item for Decision – Commissioner Hood Richardson		
1. Property Tax Reduction Request for Budget – Commissioner Richardson	6	5:50 PM
G) Public Hearing		
1. Budget Public Hearing – Brian Alligood, County Manager	7	5:55 PM
H) Public Comments	8	6:15 PM
I) Legislative Updates for Elected Officials	9	6:20 PM
J) Items for Consent		6:25 PM
1. Assessor and Collector Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	10	
2. Audit Contract, FY 22/23 Annual Audit – Anita Radcliffe, Finance Officer	17	
3. JCPC Appointments – Katie Mosher, Clerk to the Board	34	
4. Surplus, IT – Katie Mosher, Clerk to the Board	35	
5. Noise Permit Request – Katie Mosher, Clerk to the Board	36	
6. Approval of Board Minutes – Katie Mosher, Clerk to the Board	38	
K) Item for Decision – Emergency Services		
1. Animal Control Department Name Change – Chris Newkirk, Emergency Service Director	161	6:30 PM
2. EMS 6 Remount Procurement – Chris Newkirk, Emergency Services Director and Jeff Hibbard, EMS	162	6:35 PM
L) Item for Decision – Sheriff’s Office/911		
1. Microwave System Repair Approval – Victoria van Nortwick, 911 Director	163	6:40 PM
M) Item for Discussion – Public Works		
1. Solid Waste Ordinance Update – West Overman, Public Works	168	6:45 PM
N) Item for Decision – Economic Development		
1. Economic Development Advisory Committee By-Laws Revision and Adoption – Brad Hufford, Economic Development Director	183	6:55 PM
BREAK		7:00 PM

O) Item for Decision – Managers Office

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|---|------------|---------|
| 1. Wright's Creek Phase III Contract Administration – Brian Alligood, County Manager | 189 | 7:15 PM |
| 2. Contract with AGAPE Health Services for Jail Health – Brian Alligood, County Manager | 194 | 7:20 PM |
| 3. Voting Delegate, 2023 Annual NACo Conference – Katie Mosher, Clerk to the Board | 195 | 7:30 PM |

P) Items for Discussion – Commissioner Hood Richardson

- | | | |
|---|------------|---------|
| 1. Cable TV Services – Commissioner Richardson | 196 | 7:35 PM |
| 2. Beaufort County Schools Discussion – Commissioner Richardson | 197 | 7:40 PM |

Q) Commissioner Comments	198	7:45 PM
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Beaufort County Agenda Abstract

Meeting Date: 6/5/2023

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:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Presentation

Presenter: Jessica Burnham, Executive Director, Beaufort-Hyde
Partnership for Children

Agenda Title: Governor's Volunteer Service Awards and Medallion

Summary of Information: The Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals and groups that make a significant contribution to their community through volunteer service.

The Governor's Medallion Award for Volunteer Service was implemented in 2006 to recognize the top 20-25 volunteers in the state. Medallion recipients are nominated at the county level by the county award coordinator. Only one Medallion nomination is permitted per county. A statewide panel reviews and evaluates all these nominations to determine the award recipients. Medallion Award recipients are honored at an annual recognition ceremony. The medallion is placed around the neck to signify the volunteer's great service to the community.

Beaufort County residents will be in attendance to receive the Governor's Volunteer Service Awards or Medallion for their service to Beaufort County.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentations

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

Seth Barrow	Sheriff's Office	5 Years
Amy Hardy	DSS	10 Years
Shelia Sauls	Health Department	20 Years
Wesley Waters	Sheriff's Office	15 Years

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Property Tax Reduction Request

Summary of Information: Commissioner Richardson is requesting a motion to reduce property taxes by \$0.05 per one hundred dollars valuation to \$0.585 before or during consideration of the 23/24 budget ordinance.

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Public Hearing
Presenter: Brian Alligood, County Manager
Agenda Title: Public Hearing - Budget

Summary of Information: This is a public hearing to receive comments from the public regarding the Fiscal Year 2023-2024 Proposed Budget. NC General Statute 159-12(b) requires that “before adopting the budget ordinance, the Board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.”

The Board of Commissioners has completed its budget workshops and has revised the Manager’s Recommended Budget.

Submitter Recommendations/Motions: After receiving public comments, consider adopting the FY 23-24 budget ordinance at this meeting or at the special called meeting on June 12, 2023 at 5:30 PM.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name

Contact Information

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



Beaufort County Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:



**Beaufort County
Agenda Abstract**

Meeting Date: 6/5/2023

Agenda Section: Item for Consent

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

Agenda Title: Assessor and Collector Refunds Over \$100

Summary of Information: The Tax Assessor and Tax Collector are requesting approval to refund the attached refunds over \$100.00.

Submitter Recommendations/Motions: Staff recommends approval of refunds over \$100.

Attachments:

1. Assessor Refunds Over \$100 VTS May
2. Assessor Refunds Over \$100 Remaining April
3. Assessor Refunds Over \$100 NCPTS
4. Tax Collector Refunds



North Carolina Vehicle Tax System

5/1/23-5/26/23

NCVTS Pending Refund report

Report Date 5/26/2023

Payee Name	Primary Owner	Secondary Owner	Bill #	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BARRERAS, GARCIA, BRYALLAN	BARRERAS, GARCIA, BRYALLAN		0062231198	Vehicle Sold	G01	Tax	(\$59.03)	\$0.00	(\$59.03)
					C05	Tax	(\$55.72)	\$0.00	(\$55.72)
								Refund	\$114.75
CARAWAN, TRENT PERRY	CARAWAN, TRENT PERRY		0072298502	Adjustment	G01	Tax	(\$328.75)		(\$328.75)
					F63	Tax	(\$21.57)		(\$21.57)
					E02	Tax	(\$26.30)		(\$26.30)
								Refund	\$376.62
BOOTH, EDWIN EARNHARDT	BOOTH, EDWIN EARNHARDT		0072274537	Adjustment	G01	Tax	(\$54.06)	\$0.00	(\$54.06)
					C01	Tax	(\$50.17)	\$0.00	(\$50.17)
					C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
								Refund	\$104.23
HOWDY, DAVID ALLAN	HOWDY, DAVID ALLAN		0067370492	Vehicle Sold	G01	Tax	(\$244.99)	\$0.00	(\$244.99)
					C01	Tax	(\$227.35)	\$0.00	(\$227.35)
					C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
								Refund	\$472.34
JONES, CHESTER THOMAS	JONES, CHESTER THOMAS	JONES, TIFFANY LYNN	0072261047	Situs error	G01	Tax	\$0.00	\$0.00	\$0.00
					C01	Tax	(\$120.18)	\$0.00	(\$120.18)
					C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
					F60	Tax	\$8.91	\$0.00	\$8.91
					E12	Tax	\$10.36	\$0.00	\$10.36
								Refund	\$105.91
LEWIS, ANGELIA SCOTT	LEWIS, ANGELIA SCOTT	LEWIS, RONNIE LONDON	0071462808	Vehicle Sold	G01	Tax	(\$91.15)	\$0.00	(\$91.15)
					F60	Tax	(\$6.27)	\$0.00	(\$6.27)
					E12	Tax	(\$7.30)	\$0.00	(\$7.30)
								Refund	\$104.72
NEPPER, GLENDA SMITH	NEPPER, GLENDA SMITH		0069554337	Vehicle Sold	G01	Tax	(\$60.57)	\$0.00	(\$60.57)
					C01	Tax	(\$56.21)	\$0.00	(\$56.21)
					C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
								Refund	\$116.78
SNYDER, PATRICIA CREAM	SNYDER, PATRICIA CREAM		0029085541	Vehicle Sold	G01	Tax	(\$70.07)	\$0.00	(\$70.07)
					C01	Tax	(\$65.02)	\$0.00	(\$65.02)
					C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
								Refund	\$135.09



North Carolina Vehicle Tax System

4/14/23-4/30/23

NCVTS Pending Refund report

Report Date

4/28/2023 4:20:03

Payee Name	Primary Owner	Secondary Owner	Bill #	Refund Reason	Create Date	Tax Jurisdiction	Lewy Type	Change
BULLOCK, GERALD LEE	BULLOCK, GERALD LEE	BULLOCK, KELLY VIRGINIA	0069808951	Vehicle Sold	04/28/2023	G01	Tax	(\$91.66)
						F60	Tax	(\$6.31)
						E12	Tax	(\$7.33)
SOLANO, MARISA	SOLANO, MARISA		0065273560	Vehicle Sold	04/11/2023	G01	Tax	(\$286.19)
						F60	Tax	(\$19.69)
						E12	Tax	(\$22.90)



Interest Change	Total Change
\$0.00	(\$91.66)
\$0.00	(\$6.31)
\$0.00	(\$7.33)
Refund	\$105.30
\$0.00	(\$286.19)
\$0.00	(\$19.69)
\$0.00	(\$22.90)
Refund	\$328.78
Refund Total	\$434.08

Report Parameters:

Refund Status: ONHOLD

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance Start Date	Refund Amount (\$)
921104	FERNANDO COTA URTUSUATEGUI	133 VREUGDENHIL RD PANTEGO, NC 27860	Refund on Bill # 0009523442-2015- 2015-0000-00	DPCADJ	5/2/2023 7:00:07 PM	152.42
921513	JOSHUA MARKLAND	412 N BONNER ST WASHINGTON, NC 27889	Refund on Bill # 0009540877-2019- 2019-0000-00	DPCREL	5/15/2023 7:00:06 PM	132.14
921514	JOSHUA MARKLAND	412 N BONNER ST WASHINGTON, NC 27889	Refund on Bill # 0009540877-2020- 2020-0000-00	DPCREL	5/15/2023 7:00:06 PM	124.01

Report Parameters: Refund Status: ONHOLD
 Default Sort-By: Refund date, Refund Recipient Name, Refund Recipient Address

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Amount (\$)
920052	JOSEPHROBERTWHICHARD	2613 VALLEY WOODS CTRALEIGH27613	Overpayment on Payment of CHECK on Bill # 0000024036-2017-2017-0000-00 of	DPCDSO	113.54
920065	JAMESMSMITH	158 NC HWY 92 EWASHINGTON, NC 27889	Overpayment on Payment of CHECK on Bill # 0000018082-2015-2015-0000-00 of	DPCDSO	102.00
920717	ABRAHAMGARCIA	2991 NC HWY 33 WEST GRIMESLAND27837	Overpayment on Payment of CHECK on Bill # 0000029908-2017-2017-0000-00 of	DPCDSO	472.94
920719	SHAMEKASHONETTEGRIMES	75 GRIMES WAYAURORA, NC 27806	Overpayment on Payment of CHECK on Bill # 0009497219-2013-2013-0000-00 of	DPCDSO	101.03
920722	JENNIFERLWHITEHURST	1201 RACCOON RUNWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000037212-2017-2017-0000-00 of	DPCDSO	162.14
920729	JACOBWAYNEHARDISON	1055 DAW RDPANTEGO27860	Overpayment on Payment of CHECK on Bill # 0009527192-2016-2016-0000-00 of	DPCDSO	136.39
920734	CAHOON BROTHERS LOGGING LLC	6073 FREE UNION CHURCH RDPINETOWN, NC 27865	Overpayment on Payment of CHECK on Bill # 0000041790-2022-2022-0000-00 of	C9BEATB	168.66
920737	DAVIDCMARLOWE	5615 CREEKFALL LNQUAY VARINA27526	Overpayment on Payment of CHECK on Bill # 0008547594-2022-2022-0000-00 of	C9BEATB	365.07
920789	DANIELJARRETTsimpson	1404 HORSE PEN SWAMP RDWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0009544138-2022-2022-0000-00 of	C9BEATB	491.16
920870	TAR RIVER INDUSTRIAL SERVICES	80 LANIER DRWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0009546583-2021-2021-0000-00 of	WKINION	930.09
921082	EDWARDVANVERTSWINDELL	1705 EVERGREEN AVEGOLDSBORO27530	Overpayment on Payment of CHECK on Bill # 0000018457-2017-2017-0000-00 of	DPCDSO	243.21
921084	TERRYGLENWOODSMITH	661 TURKEY TROT RD #2WASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000002449-2017-2017-0000-00 of	DPCDSO	222.82
921089	AMBERLPARKER	103 UNION CHAPEL RDCHOCOWINITY27817	Overpayment on Payment of CHECK on Bill # 0000017953-2016-2016-0000-00 of	DPCDSO	135.60
921094	CHARLOTTEAMASON	116 BAKER DRIVEWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0009522689-2017-2017-0000-01 of	DPCDSO	130.22
921097	JAMESNORMANEDWARDS	215 EAST JAMES STREETLA GRANGE28551	Overpayment on Payment of CHECK on Bill # 0000028240-2017-2017-0000-00 of	DPCDSO	180.00
921235	LISALANE	241 GRANTHAM SCHOOL RDGOLDSBORO27530	Overpayment on Payment of OTHER on Bill # 0009540744-2022-2022-0000-00 of	CWESTON	125.00
921365	DANIELJARRETTsimpson	1404 HORSE PEN SWAMP RDWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0009544138-2022-2022-0000-00 of	C9BEATB	451.20

921418	JOSE GREGORIO CERINOCERINO	348 E PANTEGO STBELHAVEN27810	Overpayment on Payment of CHECK on Bill # 0000007473-2022-2022-0000-00 of	C9BEATB	161.54
921443	PAULMSWENSON	1107 N ATLANTIC AVENUESOUTHPORT28461	Overpayment on Payment of CHECK on Bill # 0000046788-2021-2021-0000-00 of	DPCLBX	558.63
921463	ANTHONYMICHAELBEAL	BEAL, ANTHONY MICHAEL5445 VOA RDWASHINGTON NC 27889	Overpayment on Payment of CHECK on Bill # 0009497060-2013-2013-0000-00 of	FPIITMAN	874.61
921551	BRYANEADAMS	532 WARD ROADWASHINGTON, NC 27889	Overpayment on Payment of CHECK on Bill # 0000035150-2016-2016-0000-00 of	DPCDSO	118.59
921555	RICHARDJACKSON	165 LLOYD'S LANEWASHINGTON, NC 27889	Overpayment on Payment of CHECK on Bill # 0000041158-2017-2017-0000-00 of	DPCDSO	165.87
921908	JAMESLEONRUSSELL	P O BOX 537BELHAVEN, NC 27810	Overpayment on Payment of SYSTEM on Bill # 0009394225-2012-2012-0000-00 of	WKNION	138.95
922047	RICHARDJAMESJUIRES	WALTER SMITHWICKS19 WHITEHURST ROADBLOUNTS CREEK27814	Overpayment on Payment of CHECK on Bill # 0000050633-2022-2022-0000-00 of	WKNION	284.72
922047	RICHARDJAMESJUIRES	WALTER SMITHWICKS19 WHITEHURST ROADBLOUNTS CREEK27814	Overpayment on Payment of CHECK on Bill # 0000050633-2021-2021-0000-00 of	WKNION	300.78
Total					



Beaufort County
Agenda Abstract

Meeting Date: June 5, 2023

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Audit Contract - FY 22/23 Annual Audit

Summary of Information: The County solicited bids 4 years ago for the annual audit and the contract was awarded to Thompson, Price, Scott, and Adams, CPAs. The County's intent was to have a 5-year auditor/auditee relationship with the chosen firm; however, this is non-binding and the contract is awarded on an annual basis. Staff is satisfied with the expertise and professionalism of Thompson, Price, Scott, and Adams, CPAs. The firm also provided the lowest cost. Staff recommends contracting with Thompson, Scott, Price and Adams, CPAs to complete the FY 22/23 annual audit at a cost of \$58,000.

Submitter Recommendations/Motions: Award the contract for the FY 22/23 audit to Thompson, Price, Scott, & Adams, CPAs in the amount of \$58,000.

Attachments:

-Contract

The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit BEAUFORT COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address 1626 S MADISON STREET WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/23	10/31/23

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

ANITA RADCLIFFE

FINANCE DIRECTOR / BEAUFORT

anita.radcliffe@co.beaufort.nc.us

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	BEAUFORT COUNTY
Audit Fee	\$ 45,500
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 12,500
All Other Non-Attest Services	\$ BILLED AT STANDARD HOURLY RATES

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)*	Signature*
ALAN W. THOMPSON	
Date*	Email Address*
05/05/23	alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit*	
BEAUFORT COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
	
Date	Email Address
	

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
ANITA RADCLIFFE	
Date of Pre-Audit Certificate*	Email Address*
	anita.radcliffe@co.beaufort.nc.us



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

May 5, 2023

Beaufort County
121 West 3rd Street
Washington, NC 27889

To Management and Those Charged with Governance:

We are pleased to confirm our understanding of the services we are to provide Beaufort County for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures to the financial statements, which collectively comprise the basic financial statements, of Beaufort County as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Beaufort County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Beaufort County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
3. Schedule of Changes in the Total OPEB Liability and Related Ratios
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies Beaufort County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

Members
American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit will be conducted in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Beaufort County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures

described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Beaufort County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Beaufort County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Beaufort County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We may also assist in preparing year end cash to accrual entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Anita Radcliffe), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during

the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2023.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 15, 2023, and to issue our reports no later than October 31, 2023. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$58,000. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e., bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the

date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

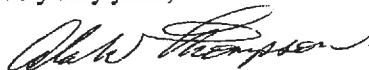
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Beaufort County. We will make reference to the Component auditor's audit of the Beaufort County ABC Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Beaufort County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of Beaufort County.

SIGN HERE

Management signature: _____

Title: _____

Date: _____

SIGN HERE

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners



Beaufort County Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: JCPC Appointments

Summary of Information: The Juvenile Crime Prevention Committee is requesting the following be approved to serve for the time indicated:

Director of MH, DD, SAS	Stephanie Williams	Trillium
Member of Business Community	Robin McKeithan	Chamber of Commerce
United Way or other Non-Profit	Vacant	United Way
Appointee at Large	Stephen Braddy	Concerned Citizen
Appointee at Large	Dixon Davis	Court Counselor
Appointee at Large	Ed Henry	Concerned Citizen
Appointee at Large	Charnita Ricks	Court Counselor
Appointee at Large	Gil Davis	Concerned Citizen
Appointee at Large	Joseph Stringer	Social Services
Appointee at Large	Donna Radcliff-Rowe	Concerned Citizen

Submitter Recommendations/Motions: Approve appointments to the JCPC as presented to a two-year term and will expire June 30, 2025.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Surplus - IT

Summary of Information: The IT department is requesting permission to surplus the following items:

HP	hp prodesk 600 g1 sff	2ua412160k	1
HP	hp prodesk 600 g1 sff	2ua4130q1x	1
HP	hp prodesk 600 g1 sff	2ua4130q0s	1
Dell	Optiplex 390	bcl4pw1	1
Dell	Optiplex 390	8yrtxv1	1
Dell	Optiplex 980	72xnjm1	1
HP	p6110f	3cr9240wr6	1
HP	HP L1940t	monitor	1
HP	HP Compaq LA1951g	monitor	1
HP	HP LE1851w	monitor	1
HP	HP LE1901w	monitor	1
HP	Pro Display P201	monitor	4
HP	Pro Display P231	monitor	10
HP	HP Compaq LE19f	monitor	2
HP	HP ZR24w	Monitor	1
HP	Elite Display E231	Monitor	1
HP	Elite Display E202	Monitor	1
HP	Hp Compaq LE2002x	Monitor	2
HP	Hp Compaq LE2002xm	Monitor	1

Submitter Recommendations/Motions: Staff recommends approving the attached Surplus.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Noise Permit Request

Summary of Information: Ms. Maria Olivares is requesting a noise permit for September 23, 2023, from 12:00 pm to no later than 3:00 AM for the purpose of holding an outdoor wedding. Please see attached noise permit request.

Submitter Recommendations/Motions: Staff recommends approving the noise permit.

Attachments:

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NOISE PERMIT

Name: Maria G. Olivares
Address: 1409 N. Market / PO Box 355 Washington, NC 27889
Telephone Number: 252-944-5257
Approved Activity: Outdoor Wedding
Describe Frequency of Activity/annually, monthly, etc.: One time event
Approved Activity Location: Hernandez Home 111 Carrow Rd.
Chocowinity, NC 27817
Approved Activity Date(s): September 23, 2023
Approved Hours of Activity: 12:00 pm - 12:00 am 3:00 am
Approved Maximum Decibel Level: _____
Incidents of Previous Noise Ordinance Citations: None

* Notes: Tent set up Wed Sep 20, rehearsal dinner Fri Sep 22

CONDITIONS

Approved by: _____ Date: _____
Chairman, Beaufort County Board of Commissioners



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

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 May 1, 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, May 1, 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
Katie Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Rebholz led the Pledge of Allegiance.

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.

Commissioner Richardson said before we do that I'd like to remove item 5 under my name, closed session request.

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

Service Award Presentation

Ms. Deloris Creasman said we have two Beaufort County employees we'd like to acknowledge tonight for their service to Beaufort County. She said we have Jason Cleary with fifteen years of service at our Sheriff's Office. She said we also have Kasey Neal with fifteen years of service with the Sheriff's Office. She said I'd also like to acknowledge two other employees that could not be here tonight. She said we have Tonya Hopkins with Social Services who has five years of service and Jeffrey Everett with the Water Department who has fifteen years of service. She said congratulations to all of you.

Opioid Settlement Strategies

Ms. Tiffany Moore said I am the coordinator for the Beaufort County 360 Taskforce and I have with me Anthony Tyre and we are here to give you an update on the opioid strategy implementation.

Mr. Tyre said I'm the Chair of your Beaufort County Behavioral Taskforce. He then gave the following presentation:



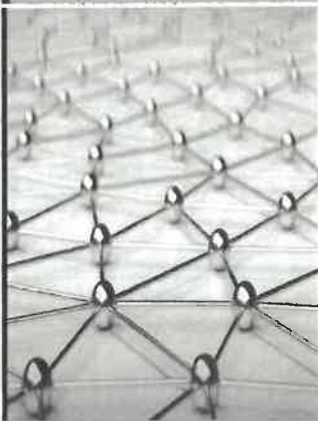
Behavioral Health Task Force

Mission: To identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action.

Concentrate first on Beaufort County and work within the region if possible.

Create a comprehensive prevention campaign

1. Collaborate
2. Prevent misuse
3. Include criminal justice system interventions
4. Transitioning - Intervention



Strategic Recommendations for Opioid Settlement Funds

- Maintain BHTF Collaboration
- Add Two Peer Support Specialists to our Community
- Add One Health Education Specialist to our Community
- Community Projects – TBD as to Strategic Goal based upon project

BHTF Collaboration

- **Community outreach and education campaign**
 - Community in Action events: Washington, Blount's Creek, Belhaven, Chocowinity
- **Riverfront Talks: Substance Matters podcast series**
 - Purpose: Stigma Reduction, Open dialogue
 - Educate: Dangers of using substances, fentanyl, new drugs
 - Inform: Resources available in the community, options for treatment
- **New Partners: Law Enforcement**
 - Sheriff's Office
 - Washington Police Department
 - Celebrate Recovery

Expand Peer Support Infrastructure

<u>Challenges</u>	<u>Achievements</u>
 LOCAL TRAINING	 AFFORDABILITY
	➤ 14 individuals trained in Wellness Recovery Action Plan (WRAP) ➤ Multiple NC Certified Peer Support Specialists trained to work in Beaufort County

Opioid/Substance Use Educator

- ❖ **Delays** – difficulty in hiring for the position
- ❖ **Updates** – Position has been offered to a candidate
- ❖ **The Health Education Specialist purpose:**
 - Planning, Implementation, & Evaluation of Substance Misuse Prevention & Interventions
 - Public Education Campaign
 - Engaging Priority Populations: Youth, Adolescents, Pregnant Women, Parents, and Families
 - Return on Investment

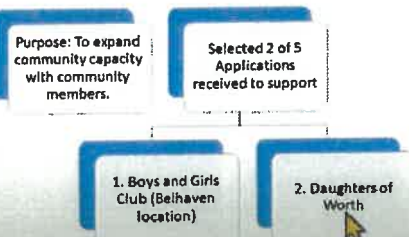
Commissioner Rebholz said where are we now with peer support as far as staffing.

Mr. Tyre said we are not currently staffed. He said the position has been open however we had to wait for the process for Beaufort County individuals to be certified.

Commissioner Rebholz said so you're waiting on the State.

Mr. Tyre said correct, yes but now that we've had some begin to get their certifications back we have opened up the portal to actually allow them to apply.

Community Pilot Projects



Community Pilot 1 details

Boys & Girls Club of the Coastal Plains - Belhaven chapter

- ❑ Provide voluntary after-school programs for young people, aiming at youth ages six to fifteen years old.
- ❑ Utilize SMART Moves (Skills Mastery and Resilience Training) programs to educate youth and help members resist drug use, alcohol, tobacco, and premature sexual activity with a focus on substances.

Metrics

- % increase in knowledge among program participants regarding substance misuse & refusal of drugs.
- % increase in improved attitude changes that reflect a healthy emotional wellness.
- Decreased use of substances (including illicit drugs, marijuana, alcohol, and e-vape/tobacco products).
- Improved grade average amongst club members (at least "C" average or better).
- Increased participation in Triple Play Social Recreation and community service projects.

Community Pilot 2 Details

Daughters of Worth	Metrics
☐ Serve girls (elementary – high school) and young ladies (18-25) who have been identified as marginalized, vulnerable, and at-risk due to their experiences with substance use, mental health disorders, and human trafficking. ☐ Provide services to victims/survivors of human trafficking and domestic violence located in Beaufort County to find freedom from substances and exit their trafficker, and establish a pathway for the victim/survivor that is conducive for long term recovery and success.	➤ # of individuals with substance use disorder referred to Daughters of Worth for services from Recovery Court, Juvenile Justice, or other partnering agencies. ➤ # of individuals who receive emergency support services for substance use disorder treatment or overdose. ➤ # of screening assessments conducted in Recovery Court, Juvenile Justice, and other participating agencies that identify women as both suffering from substance use disorder and as victims of human trafficking. ➤ # of individuals referred or transported to detox by Daughters of Worth. ➤ # of young women who report reduced or eliminated substance use.

Mr. Tyre said if there are any questions in regard to treatment I will do my best to answer those, or any questions about the program itself.

Commissioner Rebholz said when is the 7th St park date. He said that's okay, just send it to us when you send us the link for the podcast because I know you want to go.

Ms. Moore said it is June 22nd.

Chairman Waters said Commissioner Booth and I were at the recovery court graduation and I don't know about him but I was very impressed with the testimony and some of the results.

Mr. Tyre said there's some great work going on in Beaufort County with people who have been struggling for a long time. He said it was great to have you both there. He said our next graduation is coming up so we'll see you there.

Public Comments

Chairman Waters called on Mr. Bruce Gray to speak. Mr. Gray was not in the room.

Legislative Updates

No representatives were in attendance.

Items for Consent

1. Budget Amendment, Health Dept – JaNell Octigan, Health Director
2. Health Dept FY 23 Down East Protection System Purchase Request JaNell Octigan, Health Director
3. Budget Amendment, Public Works – Christina Smith, Public Works Director
4. Budget Amendment, Public Works – Christina Smith, Public Works Director
5. Surplus, Public Works – Christina Smith, Public Works Director
6. Surplus, Health Dept – JaNell Octigan, Health Director
7. Surplus, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
8. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
9. JCPC Funding Plan – Brian Alligood, County Manager
10. Reappointment to DSS Board – Katie Mosher, Clerk to the Board

Commissioner Richardson said I would like to remove item #3 for discussion.

Chairman Waters said we will remove #3 for further discussion.

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

Yes Vote

No Vote

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

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Public Hearing – Petition to Name a Hill

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

Mr. Josh Hollis said the agenda item goes over a petition to name a geographic monument. He said the County was reached out to by the U.S. Board of Geographic Names (BGN), which is responsible for standardizing geographic names for use by the federal government. He said before they make an official decision on the matter they reach out to several local government entities for comments or opinions primarily NC BGN and the local community and governments. He said for this one it was a petition submitted by a Wake County resident, Boyce Hudson, who owns land here in Beaufort County. He said they submitted a proposal to officially name a small bluff along the north side of the Pamlico River as Bluebill Hill. He said the bluff is located west of Cockrell Beach and near Maire Point. He said it's easier in the proposal packet but the coordinates are also there as well. He said the name reflects the bluebill ducks and the waterfowlers and hunters that have lived on the bluff. He said there are currently a sign in the area that already has the same name. He said as far as our requirement on giving a recommendation there's no requirement on how local government or the community develops a recommendation. He said in our case we had a notice of public hearing published and it was published in the Washington Daily News on the 8th and the 15th, so two consecutive weeks. He said letters have also been mailed out to the applicant, as well as the landowners in the area of the general vicinity. He said I made contact with the applicant last week and unless situation has changed I believe he would not be able to make this meeting but I can answer any questions you have about it. He said we recommend that the Board vote on whether or not to endorse the proposal.

Chairman Waters asked if anyone would like to speak.

No one asked to speak.

Commissioner Richardson said I spoke to Mr. Hollis and asked him about this about a week or so ago because I didn't know where this place was. He said I've been going to this place since about 1983 or 1984. He said it's locally known as Rattlesnake Hill or Rattlesnake Graveyard. He said Rattlesnake Lane is one of the local little places that goes by this. He said it's at Pamlico Beach. He said to clear one thing up that we need to get cleared up, a bluff comes to the water and then it goes down steeply. He said this is not a bluff, it's a little hill that's on the northside, away from the water at Pamlico Beach. He said as I say, I've never heard it called anything other than Rattlesnake whatever. He said a resident down there told me it had been called Rider Hill in the past. He said I've never heard it referred to as Bluebill Hill. He said I really think, knowing the people in that area, that we don't need to do anything until we consult with the people down there to see what they want to call this. He said the person from Raleigh has a lot that's a waterfront lot, he doesn't really own any of Bluebill Hill at all so I recommend that we take this back, that we notify the people from the GIS system that live within 1,000 feet of this and hear what they have to say because we've got someone coming in here from out of the County that suddenly knows what a local name is that's really never been called that unless very recently.

Chairman Waters said one of the other things that happened today, I got a call from a person that lived in the area. He said there's been a rumor in Pamlico Beach that we're renaming Chambers Point Road and Chambers Point, which is further west of this area but I agree with Commissioner Richardson, I think we should follow up and make sure that everybody is in agreement because once we put a stamp on here, to my knowledge I don't think there's any turning back.

Commissioner Booth said have you consulted with any of the residents in Pamlico Beach.

Mr. Hollis said we sent out letters to the parcels we had names for in the tax area. He said I think there were about 72 parcels that are along this bluff. He said we haven't, well along the hill we haven't had anyone reach back out to us. He said the only resident I've had contact with is the actual applicant himself. He said if you all would prefer we can kind of handle it the same way as the road naming ordinance for E-911 ordinance. He said it mentions that 75% of the people in

the area with property bordering, in that case it would be a road and in this case it would be a hill, they would have to have 75% sign off on a petition to name it or rename it, whatever that might be. He said we could handle it that way if you would prefer and I can let the applicant know for the Board to give recommendation you would have to get at least 75% of the people that own land along that hill to sign off on it.

Commissioner Richardson said I can understand the confusion with Chamber's Point because the road Chamber's Point begins about 2,000 feet west of Rattlesnake Hill but I don't think we should, it's just bad to let people from out of the County come in and rename things for us. He said I've talked to the people with USGS who put names on maps when the USGS was making maps to the actual people who were doing the work and most of the time they would go to country stores and everywhere else and ask people what's somethings called and put it on a map and whoever called it something got it on the map. He said that's pretty loosey-goosey but that's the way a lot of this stuff has been done.

Mr. Alligood said just a couple of comments. He said I would be a little concerned if you arbitrarily took an ordinance, a couple of sentences out of road naming to do that. He said I don't think that would be appropriate. He said in your ordinance, your road naming ordinance it does talk about the 75%, I would be a little concerned if you arbitrarily said we're going to pull that and apply it to this. He said my recommendation is you probably shouldn't do that, it's arbitrary. He said I would say to you that public notice has been made two different times, we spent money advertising that. He said the planner has sent notices out, obviously there's not been a response publicly to come and speak but if there's a concern by the Board then simply reply to this petition and say we don't support it. He said ultimately the folks at the US Board of Geographical Names is going to make the ultimate decision. He said they're reaching out to you for your comments, yes or no. He said I guess not to drag this thing out; it sounds like to me the majority of the Board is not in favor of it. He said if that's the case then just reply back to this and say we're not in favor of it but we understand it's ultimately the federal Boards, their decision what to name it but I think they would take into consideration your opinion. He said it would just keep it from dragging out.

Chairman Waters said I guess we need to come out of the public hearing and then take action. He said is that the best thing to do.

Motion: Commissioner Booth motioned to close the public hearing. Commissioner Rebholz seconded. The vote was unanimous.

Chairman Waters said now I'll entertain a motion if you would like for us to respond back in a specific way.

Motion: Commissioner Richardson motioned that we not approve this, that we tell them we prefer it carry a local name. Commissioner Deatherage seconded.

Yes Vote

Chairman Waters
Commissioner Booth
Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Vice-Chairman Langley

See Addendum 2

Public Hearing, Project RX

Motion: Commissioner Booth motioned to open the public hearing. Commissioner Walker seconded. The vote was unanimous.

Mr. Brad Hufford said this is an economic development project that we had codenamed Project Rx and today in the public hearing we're able to reveal the company name is PharMerica. He said they have approached, their representative or developer has approached our office to purchase a 4.5-acre parcel in the Washington-Beaufort Industrial Park. He said that parcel ID # is 5668-80-2737. He said they have made an offer to purchase that for \$10,000 per acre. He said we have done the analysis of the parcel and received an appraisal on the land and we have determined that as part of an incentive package

to the company we have offered to agree to the purchase price that was submitted. He said the company is going to create a new 12,000 square foot building for the company with adequate parking for their employees. He said the company currently operates on Hackney Street and is interested in a new modern facility. He said the developer in partner with a local broker, Martin Tanski with the Overton Group, have been in our conversation with our office. He said the company itself is investing over \$2 million, \$2.4 million capital expenditure on this project and will retain 80 local jobs and plan to add an additional 10 new jobs for this project. He said the average wages that we've calculated are about 21% higher than the Beaufort County average so it meets the requirements of economic development projects and we are recommending approval of that sale. He said we have notified, as part of the requirements of a public hearing we have made an advertisement for public comment in the Washington Daily news.

Commissioner Deatherage said how much was the appraisal per acre.

Mr. Hufford said it was \$20,000 per acre.

Commissioner Deatherage said the incentive is \$10,000 per acre.

Mr. Hufford said yes sir.

Mr. Francisco said the City of Washington is also looking at this. He said I've been in touch with their attorney. He said we need to do some work on this offer, this agreement of purchase and sale of land. He said there's some things that are missing that need to go on there.

Mr. Hufford said May 8th is the day of the public hearing for the City of Washington.

Chairman Waters said before we get to far we didn't have anyone sign up for this public hearing. He said is there anyone in the room.

Mr. Alligood said there's no requirement to sign up, you would check people as they speak.

Chairman Waters said is there anyone here who wants to speak as it relates to Project RX.

Commissioner Booth said I don't know if this is appropriate because of the transaction of the business that you're doing but this is the first time, to my knowledge since I've been here, I don't know who we're dealing with, whether we're dealing with Rx or the landowner. He said it appropriate to clear that up now in case there is a claw back or something.

Mr. Hufford said sure, in this instance the company is not purchasing the land themselves. He said they're going to pay for, a developer they worked with in Texas is going to be the developer and he is the one purchasing the land and build the building for them and they are going to lease the building from that individual and he is with Crescent Builders out of Texas.

Commissioner Booth said so there's not a claw back on this particular grant or sale.

Mr. Hufford said there is. He said if they do not.....

Commissioner Booth said who responds to us, the developer or is it the company, RX.

Mr. Hufford said we've been working with the company through the developer.

Commissioner Booth said I still want to know if something happens who do we go to.

Mr. Alligood said the developer who is purchasing the property to build the building would be the owner of the property so if there were an issue, if they did not, and the claw back on this is if they do not start construction on this within three years and complete what they've said they're going to do that would cause the contract to be void and the property to be returned back to the County or for them to pay the difference in the amount of the appraised value. He said the appraised value was \$91,000 and with the incentive they offered \$10,000 per acre, the total is \$91,000 on the appraisal so the difference is the incentive so if they don't meet their capital investment they would either be required to turn the property back over or pay the difference to get to the appraised value.

Commissioner Booth said so if they don't create the ten jobs what happens then.

Mr. Alligood said they'll be held to the ten jobs as well.

Motion: Commissioner Rebholz motioned to close the public hearing. Commissioner Booth seconded. The vote was unanimous.

See Addendum 3

Project RX Economic Development Incentive

Mr. Hufford said now we are asking for your authorization for the County Manager and the County Attorney to negotiate the documentation for the sale of the land as part of the economic development, Project Rx.

Commissioner Booth said this will be dependent on what the City of Washington does.

Mr. Hufford said they would go hand-in-hand. He said I know the attorneys are working together.

Commissioner Booth said this will be after some changes you wanted to make.

Mr. Hufford said yes.

Commissioner Rebholz said what part of this \$10,000 per acre would Washington be responsible for.

Mr. Hufford said what's the percentage.

Mr. Alligood said we own 55% and they own 45%.

Commissioner Rebholz said so they would be paid \$4,500 and we would be paid \$5,500.

Mr. Alligood said they're discounting 45% of that and we're discounting 55%.

Motion: Commissioner Booth motioned to approve moving forward with Project Rx. Commissioner Richardson seconded. The vote was unanimous.

Mr. Hufford said I will say I appreciate; this is our first economic development public hearing together. He said I'm just now hitting our one-year mark in May so hopefully we will be having many of these over the years here in Beaufort County.

Health Department Rural Health Coordinator Program

Ms. JaNelle Octigan said you should have received a little handout in addition to the abstract. She said as you have talked about even before I came into this roll, about reaching outside of the Health Department as one of our main goals, it's something I want to do. She said about a week ago I had a grant come across my email that I think would be a great opportunity to get off on the right foot but I wanted to bring it to you to vote for approval to move forward because grants are a lot of work, plus the whole piece of this too is outside of if we were to get the grant I'd love the support of the Commissioners to and get a letter of support to add to the grant as well. She said as you know some of the roadblocks that you see, there's a lot more than what's on the handout that I gave you, but specifically focusing in Aurora we know that with the closing of the medical facility a lot of individuals out there are left to drive quite a distance, 30 minutes to an hour depending on where you live out there or they seek their health care maybe in Craven County. She said when we looked up some other data points the estimated annual household income out there is maybe \$38,000. She said 31% of the population is living in poverty and the big one for us that really makes us want to go for this community outreach grant is the provider/patient ratio so we know the area of Aurora is about 1 to 1,962. She said if you think about Beaufort County as a whole this is something our CHAS have identified is our provider rate. She said our providers are being held to seeing lots of individuals that are beyond their capacity. She said if you've ever been in to see a doctor, if you have a really good one they may take 15 minutes with you but they have lots of clients and lots of people to help so the goal of what we would love is for your approval to go for this grant and expand access. She said how we would do that is with the mobile unit that we purchased we would take out, we would love to start in Aurora, which is how we would frame the grant, where we would maybe twice a month, this is brainstorming, maybe on a Tuesday or Wednesday. She said when I did reach out to ECU Health prior to them closing they saw about 600 individuals. She said a lot of heart health, diabetes, a lot of things

that we already currently are funding programs to do. She said the ideal thing would be to build off of that outreach where we are seeing clients by partnering with other local organizations that also have mobile units. She said the food pantry has mobile units that go out to Aurora so scheduling that. She said the pregnancy center also has a mobile unit that does care, ECU health also has a mobile unit. She said it would almost be like a food truck rodeo but a health care rodeo where individuals that are struggling with transportation or other issues could come, get healthy food, get their blood pressure checked. She said if blood pressure or their A1C's are out of whack we also have a health coordinator that could work specifically with those clients on other days or the same day to have their prevention classes. She said it's kind of a ballpark of everything. She said do you have any questions or anything you would like to see if we proceed with the grant.

Commissioner Richardson said how much would this increase the staff in the Health Department.

Ms. Octigan said our goal, we right now have one FMP and we don't want to take anything away from the clients who are currently seeing us. She said the first six months, if we were awarded it we would get it in September, my goal would be, we have a current mid-wife who would be coming an FMP so we would utilize her because she'd be able to get out in the community and do assessments more than the current mid-wife does so we would already have that individual. She said then the billing specialist, I already okayed that with the supervisor there, they would send a billing specialist out there. She said I would like to hire one nurse that would be responsible for coordinating all of the efforts out there as well as being responsible for the outreach areas, and solely that's based upon our nurses who are currently assigned to communicable disease, family planning or immunization and if I took away a nurse from our current staff I would be decreasing some of our current programs. She said the last thing is I'd love to hire a part-time grant writer because I want to be able to rely on additional funding outside of the County to keep this going and to expand.

Commissioner Richardson said when they closed the office down there East Carolina had 600 patients total.

Ms. Octigan said I can, yes, the one that they were managing I think it was, let me see if I wrote that down. She said I remember 600 being up there, I think it was specifically they've broken down to the area out there they were seeing of total clients and they broke that down by heart disease and diabetes and overall health, not just 600.

Commissioner Richardson said so where do those patients go.

Ms. Octigan said that I do not know. She said do you mean back then or where are they now seeking care.

Commissioner Richardson said yeah.

Ms. Octigan said I don't not know where they are currently seeking care.

Commissioner Richardson said the problem with me on this is increasing the staff. He said government just keeps growing and growing.

Ms. Octigan said my goal would be for this to be an Alliance worker, which would be a contract worker and not a county employee.

Commissioner Richardson said it still increases staff.

Ms. Octigan said I got ya.

Commissioner Booth said I think this is a great project. He said when you sit down and think about the people in Aurora they need the same thing as the people on this side of the river need also and I would totally support it. He said you didn't say how much the grant was for.

Ms. Octigan said it would be four years and each year \$300,000.

Commissioner Rebholz said this is not a question, it's just a comment, Chocowinity has stopped accepting new patients because of Aurora.

Ms. Octigan said because of the provider rate and point of care. She said my goal, obviously, we know there's needs across the entire county. She said I think with the partnership there's ability to bring that to other locations. She said I know I have; Belhaven has also mentioned a need out there also. She said they have the multi-specialty clinic but bringing out the health department to them, they come all the way to Washington for their care, we have the sliding fee scales that we are

able to offer individuals so my dream would be to travel to each location with set times so if they can't walk or they needed transportation it's closer.

Vice-Chairman Langley said one quick question, the grant, is any money included for personnel.

Ms. Octigan said the grant would cover the contract workers if we were approved to hire.

Vice-Chairman Langley said so basically what you're saying is we don't have any costs.

Ms. Octigan said no, there would be no cost to the County.

Commissioner Richardson said I didn't understand what Commissioner Rebholz said about Chocowinity not accepting patients because of Aurora.

Commissioner Rebholz said yes.

Ms. Octigan said I think he was saying the patients you mentioned earlier, where they had gone and I'm not sure of, some of those patients have sought care at Chocowinity and because of that care they may be at their max limit of patients.

Chairman Waters said since you mentioned Belhaven make sure in the grant you talk about Hyde County and the numbers just like you do in Beaufort since you would be, that would be part of the service.

Ms. Octigan said actually with our WIC, I don't know if you remember a couple of meetings ago we are accepting WIC clients too from Hyde County so that would give the opportunity to meet a little bit closer to where they are to if the opportunity presents.

Mr. Alligood said Mr. Chairman, just want to be clear with the Board I know there's been some concerns and we've had that conversation about adding personnel, this is a grant opportunity where they would be under contract so we would not be adding staffing to the County roles we would hire through the alliance so when and if the grant goes away the contract ends so we're not left with a full-time county employee we're looking to RIF or whatever. He said that's the way we traditionally try to go about these things so we're not adding county staff, we're adding them on a contract basis.

Commissioner Deatherage said I guess you'll be using the same facilities down there right.

Ms. Octigan said no sir. She said the mobile unit that we have.

Commissioner Deatherage said oh, the mobile unit, okay, so would you set up on the same lawn.

Ms. Octigan said yes, that would be my goal to have the same location, again, kind of like a food truck rodeo where we all have mobile units. She said it would be great to have a building down there but that's a whole other level of costs and things.

Commissioner Deatherage said there's been some discussions of a private party coming in and using that building, whether it comes to fruition or not is another matter. He said you work in conjunction with them but not to the exclusion of them.

Ms. Octigan said yes sir, we work very well with, I don't know the extent of who's exploring it but we also have other partnerships down there, churches and others we could utilize their lots if they weren't willing to have us in their parking lot or other area down there.

Motion: Commissioner Booth motioned to pursue the grant. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Richardson

Budget Amendment, Public Works Facilities

Commissioner Richardson said this is what, a \$50,000 increase in putting windows into the Quantum Hut.

Ms. Smith said no sir, the annex building.

Commissioner Richardson said the one over here.

Ms. Smith said yes sir, I presented the contract in August I presented to award the contract to replace the windows in the courthouse and the annex to AR Chesson and at that time I told you no additional funds were needed because it's being funded out of the annual capital reserve fund and if you recall that's where we have approximately \$500,000 per year and we do multiple projects out of that fund. She said what I failed to remember at that point was that when these funds are set up each particular line item there's a dollar amount that's entered into that which is the estimated cost is but I'm not able to move money between line items in that fund as we can in our annual funds so I should have presented this budget amendment to you when we awarded the contract. She said again, no additional funds are required. She said right now we have the total fund comes to \$575,000 and there are six projects that were listed. She said if you recall when we started this I prioritized the projects and we start moving down and completing these and we move the money around in order to accomplish the projects. She said what this is doing is just allocating additional funds to the courthouse annex line items so that we can pay the contractor. She said it will temporarily reduce the line item for the maintenance budget because, again, back when that was presented the renovation of the maintenance building is the last project we will complete. She said the funds that are available will determine what the scope of work is or at that time we may reassess and we'll talk about the scope of work and what funds we will need at that time. She said this is simply moving funds from one line item to another.

Commissioner Richardson said I understand what's happened with pricing over the last year or two within the budget process that we're talking about, the time span, but to go from \$80,500 to \$126,000 to put windows in that particular building it seems to me like for the money we can do without and I move that we not do this at this time and we bring this back around later on.

Ms. Smith said we've already done that; the windows are in the building. She said I brought the approval of the contract to the Commissioners two months ago.

Commissioner Richardson said you mean the windows have already been installed.

Ms. Smith said yes sir. She said it's just a matter of moving it, again, this type of fund requires Commissioner approval to move from one project to another project.

Chairman Waters said this is where the district attorney's office and your office is.

Ms. Smith said yes sir. She said there was rot around the windows, there was water leaking.

Mr. Alligood said it's also considered a historical building so there's extra guidelines we had to go through with the historic commission.

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

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

Solid Waste Ordinance Update

Ms. Smith said we realized today that the draft ordinance was not included in the agenda book so we apologize, that is the question today. She said Mr. Overman has copies he's going to hand out to you. She said what we would like to do is think about this as a workshop because we talked about the ordinance previously and there were a lot of questions and a lot of

comments from the Commissioners but Mr. Overman only received two comments back from Commissioners so I'm not sure if everyone is okay with what was in it or if others were waiting for us to go through more details and go through it. She said it is a very detailed document, it explains the many different aspects of solid waste. She said recently I know there's been a lot of discussion about littering, roadside cleanup, and things like that so we're moving forward with that but there's some basic things that need to be agreed upon so what is included in this document of different items. She said we're talking about different definitions where it outlines the different programs and it does not even mention fees because at the previous meeting we started getting into the fee discussion and I think focus was a little misplaced at that time because we can't decide on what fees need to be when we haven't decided on what you're fining people for so we have to have the policies in place to see what is legal, what is not legal, what is allowed and what is not allowed and then we can have a few discussions. She said that's why nowhere in this document will you see first offense \$100, second offense \$200 or anything like that.

Commissioner Richardson said I don't mind workshopping this, I don't mind going into detail because I realize we didn't have the document when I looked at it this weekend but I really don't want to vote on this today, I want to vote on it at the next meeting because we need time to sit down and read this.

Chairman Waters said this is under discussion, this isn't put up for vote. She said we know that it's not close to being finished.

Commissioner Richardson said the other side of this, I'm anxious to move forward.

Ms. Smith said I understand and again, if we get agreement we can move forward and bring it. She said what I would like to do is have everyone go back and read this document and send us comments and I would also request if you have no comments, call us, send us an email, send us a text, let the Clerk know, send us some kind of comment so that we know that says I'm okay with it so we at least know that. She said what I would like to do is at the meeting next month, so at the June Commissioners we could have a discussion on penalties, civil penalties versus criminal penalties so we'll have that discussion with the attorney so that we're moving in the right direction. She said one thing I'll throw out, in our research we've been looking at the difference between the civil penalties and criminal penalties, one of the biggest thing other than you have a criminal record is where do the fines go, who gets to use the fines. She said do you have the fees and fines in order to do a cleanup or do they go into the court system.

Commissioner Richardson said they go to the school system under state law I believe.

Ms. Smith said that's right, if it's a criminal offense it goes to the school system, if it's a civil penalty and fee it can go towards a cleanup.

Commissioner Richardson said I don't think there's going to be any great amount of money that comes out of this because after you do one or two enforcement actions you go on your way.

She then gave the following presentation:

Chairman Waters said I think the most important thing is for us to review it and comment back within three weeks because it has to be, Ms. Mosher has to put it in the book so we have a tendency sometime not to respond and then at the next meeting we have some things we want to change.

Commissioner Richardson said I think the Clerk should be instructed to poll us. He said if she hasn't heard anything in three weeks she needs to send an email and say where are you.

Chairman Waters said so when you say a work session are you talking about at our next monthly meeting.

Ms. Smith said if that's needed. She said it depends on if your comments come in and if everyone is in agreement I have no problem with that but if Commissioner Deatherage has one comment and Commissioner Walker has the exact opposite comment Mr. Overman and I, we need to present that to you and say do you want to go east or do you want to go west.

Commissioner Richardson said I have one question about the document, if I may, state law provides that we can pass ordinance to control trash on both the public rights-of-way and public property, is that addressed in this document.

Ms. Smith said when you say we are allowed to control that are you talking about going towards a public nuisance angle.

Commissioner Richardson said I think it is a public nuisance when you do have trash dumped on property but the lawyer will have to give us some advice.

Ms. Smith said yes sir, there is some language that talks about that because there's language that talks about what you consider trash dumping someone else may consider storage so there is language that goes towards that, specifically appliances as a safety hazard and things like that.

Commissioner Richardson said does this ordinance address abandoned boats under the general statute.

Ms. Smith said no we removed that because that was some feedback that we were given back so it does not specifically talk about abandoned boats.

Commissioner Richardson said I would personally, as one Commissioner, would like, while we're doing this, to address abandoned boats because the statute does set up the criteria.

Ms. Smith said there is criteria for that. She said it was removed but what about abandoned mobile homes, would you also like to include that.

Commissioner Richardson said maybe you can answer this question since we're getting into this, at one time there was either a company or a state agency that would roll through and take down abandoned mobile homes. He said does that thing still exist, is there such a thing or am I in la-la land.

Ms. Smith said there was a program that would do that but like all other funding in solid waste it has been greatly reduced. She said I saw a couple of years ago where you could apply for that but it had very strict requirements and the counties or the government agencies that were applying for that grant had to have the ordinance that backed it up to say that it was not allowed.

Commissioner Richardson said yeah, to say that abandonment was not allowed. He said I think we ought to talk about that while we're doing this. He said we've got a lot of places in the County where we've got abandoned mobile homes. He said when Paul Spruill was here I think he got that group to come through and I don't know how many were taken down but they were here.

Ms. Smith said we can certainly do that and again, this is set up in different articles within different sections so that you can literally plug and play. She said if you come up with something new then you can add that into the ordinance.

Commissioner Richardson said when you come back next month could you add some language to that effect, we can vote it up or down.

Ms. Smith said yes sir, abandoned watercraft as well as abandoned motor homes.

Commissioner Walker said are you saying ones that are anchored or ones that have sunk.

Commissioner Richardson said some of it's at anchor according to the statute, some can be abandoned at anchor.

Commissioner Walker said I think the City has been struggling with abandoned boats.

Commissioner Richardson said there's a general statute that deals with it.

Commissioner Rebholz said there's so many hoops that the City can't jump through.

Chairman Waters said we've talked about boats before and if I remember the State, through their jurisdiction, are in charge of anything that's out there on that water, that local government can't do anything basically.

Commissioner Richardson said I think under this statute it defines what an abandoned boat is and it says the County can do something about it.

Ms. Smith said not just in water but on land as well.

Chairman Waters said the problem we have with one of our sites, and there's probably some other spots that I don't know, is if everything is closed they dump it on somebody's property and I think that's one of the concerns it to be able to do something about it.

Commissioner Richardson said yeah, be able to do something on private property. He said I'll pass this around to the Commissioners but I'd like to get it back. He said this is the property I'm talking about so just thumb it and look at it.

Commissioner Rebholz said I know you said you didn't want to talk about fees but is enforcement in this at all.

Ms. Smith said it's not in this particular document, that's the very last page. She said that would be article III.

Commissioner Rebholz said because my recollection was that was the biggest question. He said that's how we go out and enforce it and if we can't enforce it we don't need an ordinance.

Ms. Smith said we need an ordinance; I would disagree with that only because it helps to define what services the County provides and the manner in which we do it. She said the solid waste fees, how they are collected so there is a lot of information that is needed in the ordinance. She said I believe our previous ordinance is from the 70's and a lot of things have changed since then. She said I do think updating the ordinance is important. She said speaking to the enforcement, that is not very vague language currently in the document where it says enforcement could be from the County Sheriff's Office, Public Works or another designated person so there's not a specific person that is called out here so if the County chose to hire an outside firm to do it, if it was an agreement between inter-departments, it's vague language so that could be fluid and change. She said this year's budget, I'll go ahead and throw this out, there are expansion items that we talked about an enforcement officer last year and again there's an enforcement officer in this years so there are expansion items if the County is looking to expand the services of enforcement it is included in the fiscal year 24 budget.

Commissioner Booth said you spoke about an enforcement officer, in North Carolina, it's been a while since I read it but the State sets up money that you can charge for littering, is that correct.

Ms. Smith said the general statute, when you're driving down the highway there's a fine that's posted, there's a certain fee that's there.

Commissioner Booth said the County says it can't supersede what the state ordinance fees are, am I correct.

Mr. Francisco said yes.

Commissioner Richardson said you're crossing two things here.

Commissioner Booth said I may be crossing two things but if we hire a new person with enforcement money we could pay for that job, that's what I'm saying.

Ms. Smith said that depends on where you put the fees and the fines at, and again, you're talking about littering within the right of way, not on private property.

Chairman Waters said I think basically you and Mr. Alligood and Mr. Francisco are going to get together and based on our conversation add some additional language, can you do that.

Ms. Smith said yes sir, the mobile homes, and the watercraft.

Finance Report

Ms. Anita Radcliffe said unfortunately I did not receive any information from the State today, as I normally would on sales tax and I don't have any other updates for you on financials. She said I will share those with you later this week when I receive that.

Contract With NC-DIT and Brightspeed for Broadband Installation

Mr. Brian Alligood said this is the contract, it's a three-party contract between the NC Department of Information Technology, County and Brightspeed. He said as you're aware, County and Brightspeed were awarded a great grant to

install broadband, specifically fiber to the premises that is scalable at the end of the contract period 100X100 symmetrical. He said the original agreement, the original memorandum of understanding that the Board initiated with Brightspeed, you had a couple of companies that proposed on this and both of those, well three of them actually, ultimately this is the grant that was awarded by the State. He said DIT is the one who evaluated those and did all the work on it and they're the ones who awarded it. He said under the original memorandum of understanding the Board had, you agreed that you would provide \$500,000 to the project and Brightspeed initially estimated it would serve 1,933 homes at a cost of \$6 million. He said after the grant was submitted DIT went through a protest period where other providers who had area where they were proposed to put service in were able to challenge the locations and out of that, that's why I took so long and if you will recall it's been almost a year or more since we started on this thing. He said it took them a while to get up to speed and then go through the challenge process. He said under that challenge process other companies were able to remove locations from those that were originally proposed. He said you will see in the grant, in the scope of work the number has actually decreased from 1,933 homes to 1,070 premises and the contract costs reduced from \$5.6 million down to \$5.29 million. He said the grant is set up such that the County can contribute but they can't contribute any more than 50% of the match so out of this \$5.29 million project the State of North Carolina, under the Great Grant, is providing \$4 million and then the matching amount, which Brightspeed's amount and the County's amount is \$1.29 million and of that \$1.29 Brightspeed is paying \$790,509 and we're committing \$500,000. He said this is out of your ARPA funds, this is not general tax dollars. He said these are funds that were set aside and sent to you by the Federal Government for broadband projects. He said this is the grant agreement with, it's a three-party agreement, it's been reviewed by the County Attorney. He said it's also been reviewed by a contract attorney with the North Carolina Association of County Commissioners hired to look at it to make sure all of the federal pieces were correct so it's been approved along those lines and this would allow Brightspeed to begin installing fiber to the homes in those locations. He said we have a meeting, we've been trying to schedule a meeting with their memberships to show us, the know where these locations are but they also have some expansions they're doing themselves and then they have a third map where they're going to show where those cross over and where they will also provide service to those folks that they may pass so if they're going to a Great Grant location and your house was one that wasn't in the Great Grant and they pass by you to get to a Great Grant location then they've committed to serving those other homes, it just makes sense. He said they're going to go by there anyway and it just makes sense to serve them. He said we're waiting to get those meetings set up with Brightspeed folks. He said their GIS folks are actually working on those maps so we can see those maps because it will be more than obviously the numbers you see here but this is the official grant that moves the process forward and putting fiber in the ground and serving those locations in Beaufort County so we would recommend your approval.

Commissioner Rebholz said what is the timing that we're being held to on this given the fact that we're still waiting on a meeting with them.

Mr. Alligood said it's a two-year build.

Commissioner Rebholz said until we've got to sign the contract.

Mr. Alligood said the 15th of this month.

Commissioner Rebholz said so we've got two weeks.

Mr. Alligood said the State wants the contract back, they're ready to move on it. He said we just got this at the end of the month, end of last month and they want it back by the 15th.

Commissioner Booth said what's your recommendation.

Mr. Alligood said our recommendation is to move forward. He said I understand Commissioner Rebholz concerns that there's been a change and we talked about the decrease in the areas that they're serving through the protest provision and proportionally we're still showing our \$500,000 grant but this is the grant that was awarded. He said I guess from our side if you say no, we don't want to do it then somebody else gets that money.

Commissioner Rebholz said the problem is that they're the ones that decided their share is going down without corresponding and reducing our share, Brightspeed has.

Mr. Alligood said I don't disagree with you. He said I think they're working off of the original MOU that said we committed \$500,000.

Commissioner Richardson said I know you guys are going to vote to pass this but I'm going to get my negativity in on it and that is this whole broadband business was started in the Obama administration when they realized they could monitor every citizen of the United States so the reason the government is putting money into this so that they can get everyone as connected as they can get them so they can supervise them. He said there are sinister aspects to this, plus I have problems when government starts going into business. He said it's called fascism when they lock hands with companies and start funding what they're doing. He said the third thing is I have property in one of the places when I looked at the map and they're putting this, hey, guess what, there's nobody there. He said that's why this hasn't been able to fund itself in the past so we're building out this stuff in places there's nobody at and probably nobody wants it.

Motion: Vice-Chairman Langley motioned to approve moving forward with the contract. Commissioner Walker seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

Commissioner Booth said this might not be the best deal you can get; you don't know but you've got to start somewhere. He said if we lose this money, \$500,000, if only one person benefits from it it's helped somebody

Vice-Chairman Langley said it will be there for the future.

See Addendum 4

Controlling Trash Dumping

Commissioner Richardson said we've already covered this; I don't need to say anything else about it.

Discussion on Who Signs County Contracts

Commissioner Richardson said we've got two examples of things that have been signed or approvals have been given without them coming before the County Commissioners. He said one of those was the signing of the contract in the Register of Deeds office on the fake advertising that you see on TV about "I can steal your land and your house". He said guess what, somebody came by and sold us a program to do that. He said the Manager gave the Register of Deeds the authority to sign that contract, it never came to Commissioners. He said this is a policy item, contracts and Commissioners, that's why we are here. He said the other thing that was signed was the Manager signed off on the re-do of the stormwater rules without us having a chance to lobby and we did not know about it and I just want to point out to the Manager that this Board is here for policy and when you do things like that you are assuming our authority and that's not a good thing.

Commissioner Booth said I don't recall this happening, that's all I'm saying, I just don't recall this happening.

Commissioner Richardson said did you not give the approval to the Register of Deeds to sign this contract for the fake advertising.

Mr. Alligood said I would not say it was fake advertising, it was a program that the existing Register of Deeds, who is an elected official, requested, it was beneath the signing authority. He said the purchasing contract was awarded, it was approved by this Board of Commissioners, allows the County Manager or their designee under contracts to sign those contracts up to \$29,999.99 and anything above that goes to the Board of Commissioners for approval and then I still sign it so I'm acting underneath the purchasing policy and I'm not doing anything wrong so if there's an issue with that then you need to adjust the purchasing policy. He said you haven't even signed off yet on the stormwater stuff because it hadn't come to you because we're still waiting on the State. He said it's a model ordinance, it's the same thing, the only change on that was the phosphate but we're working under policy. He said I get accused of violating policy all the time by people who don't know what they're talking about.

Commissioner Richardson said I do know what I'm talking about. He said that's a policy that I should, and you should, as the Manager, should recognize the difference between policy and normal operating authority. He said it's normal operating

authority when we're buying gasoline or toilet paper or supplies. He said yes, those are contracts but these, this was a new item and it involved a new policy which you seized upon and did yourself so yes, I totally disagree.

Mr. Alligood said I knew you would but Ms. Whitehurst actually presented this to the Board at budget time and talked to you all about it and there were not objections at the time, and again, it was underneath the purchasing policy and within the authority for the County Manager to sign or his designee.

Commissioner Richardson said but there's a wide range between no objections and an approval, big difference.

Mr. Alligood said you don't have to approve it Commissioner Richardson, under the purchasing policy the Board of Commissioners has delegated that responsibility, up to a certain dollar level to the County Manager or their designee. He said if you don't like that then get the rest of this Board to vote to reduce that number but we're operating under policy.

Commissioner Richardson said well this is just boiler plate. He said there's a whole lot of difference between bureaucrats setting policy and a Board of Commissioners setting policy and that's what we're talking about. He said we're not talking about buying nuts and bolts and toilet paper, we're talking about a change in policy of something that we're doing that is different and just because something is presented to Commissioners and nobody really objects to it that's not an approval. He said that's what my third grader would do to me, he would say well you didn't object to it so I can go out and do it, no, that doesn't work that way. He said the other item is we missed the opportunity to lobby the stormwater rules big time. He said when you signed that everything was in order and that you had the authority to sign that's policy Mr. Manager, that's not in your bedwick.

Mr. Alligood said I understand that Commissioner Richardson and I believe that was discussed three meetings ago. He said I don't believe this Board has taken any action to lobby anybody so you certainly had that opportunity.

Commissioner Richardson said no Mr. Manager, you signed off on this a year and a half ago when we were in the infancy of doing this. He said you're trying to take some facts and cover yourself with.

Commissioner Rebholz said cool it.

Commissioner Richardson said I will not cool it; this is a public meeting and you're interfering with my part of this.

Commissioner Rebholz said I will interfere all I want.

Commissioner Richardson said interfere if you want to and make yourself look as bad as you want to look but the public elected Commissioners to set policy, we did not hire staff to set policy.

Mr. Alligood said you have yet to approve that agreement so you still have the opportunity to do that or you can turn it down.

Commissioner Richardson said it's meaningless at this point, it's over with.

Beaufort County School Discussion

Commissioner Richardson said my question about this is when we met in the strategic planning session I didn't see anything on the agenda that goes to our meeting, we asked for a special meeting with the school board.

Mr. Alligood said you did and we actually had that specific conversation about whether we needed to up it on the agenda and this Board said no you don't. He said I had a conversation on Thursday, you had the strategic planning on Wednesday and I had a conversation on Thursday with the superintendent and he is trying to work out that meeting so it did not have to go on this agenda because this Board said it did not have to go on this agenda.

Commissioner Richardson said that's true but we said we would take it up at this meeting. He said I'm just asking for a progress report. He said am I allowed as an elected official to do that or do you, do I work for you.

Chairman Waters said I think what Mr. Alligood has already said is he's already made contact with the superintendent and a date has not been set so we're proceeding.

Commissioner Booth said a third grader could understand that.

Resolution Opposing Removal of Confederate Memorial in Arlington National Cemetery

Commissioner Richardson said go to page 131 in this item. He said there's a renaming commission in Washington D.C. and they're taking drastic actions and destroying history the best they can. He said I'll read this resolution that I was asked to present and what it has to do with is the removal of an important monument that's in Arlington National Cemetery. He then read the following resolution:

A HOUSE AND SENATE RESOLUTION TO MEMORIALIZE THE UNITED STATES CONGRESS TO VOTE AGAINST REMOVAL OF THE CONFEDERATE MEMORIAL AT ARLINGTON NATIONAL CEMETERY.

WHEREAS, the Confederate Memorial at Arlington National Cemetery was erected in 1914; and

WHEREAS, the memorial was designed by Moses Ezekiel, a Jewish Confederate veteran and internationally acclaimed sculptor, who was buried at the base of the statue in 1921; and

WHEREAS, President William McKinley, a former Union soldier, delivered a speech in 1898 urging the United States government to assume responsibility for the care of graves of Confederate dead, and

WHEREAS, President William Howard Taft supported the raising of funds for the memorial by the United Daughters of the Confederacy in 1906, and

WHEREAS, President Woodrow Wilson unveiled the memorial on June 4, 1914, and

WHEREAS, the Commission on Naming of Items of the Department of Defense that Commemorate the Confederate States of America or Any Person Who Served Voluntarily with the Confederate States of America, commonly referred to as "the naming Commission" was created by the United States Congress in 2021, over the veto of President Donald Trump, and

WHEREAS, the Naming Commission recommended removal of the memorial with only the granite base remaining.

NOW THEREFORE, be it resolved by both the North Carolina House and Senate THAT the members of the North Carolina House of Representatives and Senate, by this resolution, memorialize the United States Congress to vote against removal of the Confederate memorial at Arlington National Cemetery.

Commissioner Richardson said we would like, if it passes, to be sent to every house and senate member and every County, that is a motion.

Commissioner Deatherage said for the last few years America has been under the thumb of what some people call the woke established graces of destroying history, taking down monuments and learning very little in their schools of higher education. He said you can take a literacy test of history amongst many people who have graduated from college and many would not pass and it's sad because they're told they're smarter than they really are. He said it's my opinion the more we try to destroy the past and reaffirm what never happened the more we're going to be in a position where seceding generations are going to become dumber and dumber and they're dumb enough now, they don't need to get any more stupid so I agree we should never ever destroy any monuments, take down any history, rewrite history books so that anyone who feels offended or part of this grand victimhood status can say that they did the right thing so yes, a very strong second on this.

Commissioner Walker said I'm not for taking down statute simply because of the cost involved and I think it's way to much money and the things been there and I know why it's there but we just had that thing where we sat in here and we talked about our strategic plans for the future and at no time did anything come up about a monument in Arlington Virginia but we did learn that we need to stay in our lane and this being 4 hours away is not in our lane, it's not our fight so I'm going to vote against it.

Commissioner Richardson said I have a comment to make if everyone else is finished.

Vice-Chairman Langley said Commissioner Deatherage said something very important, he talked about our history and one of the things that I see, you hear these guys talk about black history and all the things they oppose about it and all the things they don't want to come out to the forefront. He said I think black history is just as important as these monuments are and people should be talking about the history of the black people, that's what's important to me, not those monuments

that you all are stressing about. He said it is important that everybody realizes where black plight that black people have had and how they have accomplished so many things. He said that is far more important than these monuments.

Commissioner Deatherage said nobody wants to destroy black history. He said there's a whole month dedicated to black history and I think it is very important that everybody knows black history and I don't think that should ever be an either/or, a zero sum. He said one has to think about Arlington. He said a lot of people don't even know that the land was owned by Robert E. Lee, the entire cemetery and we will have generations, they don't know that house that sits up on the hill was Robert E. Lee's house. He said if you start destroying little pieces of history eventually you will not know who we were as a people, how black people had suffered through the terrors of slavery, that will be forgotten as well. He said destroy history and you destroy the past; you will destroy young people's ability to become smarter. He said if you forget what has happened in the past you will never know how to endure the future and how to make better decisions.

Commissioner Booth said you finally said something that makes sense Commissioner Deatherage, I agree with you 150%, we need to know, now go out and take down your sign against CRT.

Commissioner Deatherage said I don't have a sign against CRT.

Commissioner Richardson read the following statement: *"My heritage is as valuable to me, my ancestors and future generations, as your heritage is to you, your ancestors and future generations. Each person should be proud of his heritage whether glamorous, honorable or of questionable origin. Heritage is a fixed quantity and is usually not alterable. The desecration of heritage, whether the destruction of monuments, the ignorance of the true facts and events or the deliberate attempt to manipulate the history of events, in the long run, leads to more friction among the parties and guarantees there will always be contention. There were many free and enslaved blacks who served in both the Confederate and Union war efforts. Many of these people who were alive when this monument was erected. If our forefathers, who lived thru this tragedy could come together why cannot their descendent? The monument honors all participants."*

Motion: Commissioner Richardson motioned to approve the resolution as presented and to send it to state representatives, and the 99 other counties. Commissioner Deatherage seconded.

Yes Vote

Chairman Waters
Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

No Vote

Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

Expand Governmental E-Mail Provider

Commissioner Deatherage said I'm really not being served by Microsoft 360; I've had a lot of trouble using it. He said what I would prefer using is Google and we can easily do that by, we can set it by our group and I can manage and maintain it a whole lot better.

Commissioner Rebholz said you can manage and maintain your personal one or do you mean the whole system.

Commissioner Deatherage said yes, no I would manage my email, I don't want to have anything to do with anyone else's email and I will tell you guys, I don't know how you feel about it but if you've ever used Google it's about twice as fast. He said Microsoft360 is extremely slow, it may offer an array of services that people like, Google, and I don't like Google anymore than Microsoft as a corporation but their email is significantly faster, it's easier to use and it's a whole lot easier to handle the passwords. He said I want to be able to set my own passwords and be able to change it whenever I want to without having to go through a lot of steps and a lot of hoops. He said understanding that email is, the address of that email would be my County email address as well, just through a different service. He said all of us would still be able to talk, we'd be able to, it's just like sending emails to people outside of the system just like you do now. He said I think if other employees want to be part of that they can but then again we're not really classic employees. He said we're at the top of the food chain so we should be able to have these decisions made amongst ourselves and if you guys feel like other employees should not have it, fine. He said I think you should open it up to everybody and see how they like Google.

Chairman Waters said I'll speak personally, I don't have any problems with the County email address that I'm using right now through Microsoft, does anybody else.

Commissioner Deatherage said I am, I'm having terrific problems with it. He said if you guys don't want to do that, I can use my regular email but I would like to use my county email address.

Commissioner Rebholz said I use Google for my personal emails but I don't see any difference.

Commissioner Deatherage said speed is important to me.

Chairman Waters said I'm assuming one of the issues is under the freedom of information is that we've got to have some kind of an audit trail and when there's a request be able to pull all this.

Commissioner Deatherage said absolutely, we would still be able to do all of that.

Mr. Alligood said I'm happy to respond to that if you want me to. He said for us, for the County Microsoft365 works really well for our folks. He said I hadn't heard any complaints about it. He said I do know there's been some issues, Commissioner Deatherage asked us to use his personal emails, Commissioner Richardson asked to use his personal email and I'm happy to take the accounts that we have set up on Microsoft365 and have them forwarded to those two personal emails and that way we make sure you don't miss out on something because I know that's happened in the past where we send groups. He said when I send something I send it to the Commissioners and it's set up as a group and that's how I send it to you so I'm happy to take that email address, and it doesn't change anything on our side so if you click on the address on the website it would automatically forward to your personal email. He said you would still be responsible for maintaining those emails that are public related and if there was a public records request you would be responsible for providing those emails.

Commissioner Deatherage said those public records requests, would they not be getting the emails that I get, that's what I want.

Mr. Alligood said that's not the way it works. He said anybody who asks for a public, they could say I want to see the last 12 emails that went to the Commissioners and came back from the Commissioners. He said the way we do that now is we're able to pull that out of our system but if it's outside the system you need to understand you're responsible for maintaining that and if it's asked we would certainly send that to everybody and say put a hold on your documents and then provide that to us and we would provide it to whoever asked for it because that's required by law.

Commissioner Deatherage said so the situation with the, they would get my personal, my business, could you segregate the County emails, the ones that are sent to me could you send them that.

Mr. Alligood said if we set it up to forward, where your County email would simply forward to your personal email, whichever one you want it sent to, then we would have those that came from the County side but any response that you made, because it would come through your personal email account or whatever email you were using, because that response would come from outside the system you would then be responsible for maintaining those for however long I think, at least 7 years to maintain those under public records in case someone asks for those. He said you can certainly do that.

Commissioner Deatherage said so you're saying if they ask specifically.

Commissioner Rebholz said why don't you take it up with him because the Board isn't going to change.

Commissioner Deatherage said I can do this quickly, so the question is if they ask specifically for responses to emails I would just send them that, responses to emails.

Mr. Alligood said if they ask for emails about a specific subject or a date range then you would be responsible for the emails you personally have. He said now that's not all, you don't have to give them your whole in-box but you've to maintain and provide them if somebody asks for it, publicly related emails, publicly stuff because they're public record. He said if that's acceptable I'd be glad to, I can get IT to set that up tomorrow to where it forwards. He said Commissioner Richardson I know you use your personal account because I think that's your business account so I'm happy to set those up to automatically forward those so you don't miss anything. He said you just need to, when you reply back you somehow keep those if there became a request for those you can do that.

Commissioner Deatherage said since that is going to be the case then today is the demarcation point. He said let's state it publicly that IT will be involved with the County and from here on out those emails will be forwarded to my personal and I am responsible for responses back.

Mr. Allgood said if there is a public records request you would be responsible for those.

Commissioner Deatherage said I'm assuming there could be and would be so what I would do is set a folder up and put the responses in that folder, okay, thank you.

Ms. Radcliffe said I have a question; would the County pay for the cost of the second email account for Commissioner Deatherage.

Commissioner Deatherage said no.

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Vice-Chairman Langley motioned to go into closed session. Chairman Waters 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 there's no action to be taken.

Commissioner Comments

No Commissioner asked to speak.

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

Adjourned at 8:02 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health Dept – JaNell Octigan, Health Director
2. Health Dept FY 23 Down East Protection System Purchase Request JaNell Octigan, Health Director
3. Budget Amendment, Public Works – Christina Smith, Public Works Director
4. Budget Amendment, Public Works – Christina Smith, Public Works Director
5. Surplus, Public Works – Christina Smith, Public Works Director
6. Surplus, Health Dept – JaNell Octigan, Health Director
7. Surplus, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
8. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
9. JCPC Funding Plan – Brian Alligood, County Manager
10. Reappointment to DSS Board – Katie Mosher, Clerk to the Board

Beaufort County Finance

Budget Amendment Request

Department: HEALTH

Date of Request: 5/1/23

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460100	WIC Hyde Subcontract Revenue		\$700
105167-531000	WIC Professional Development		\$400
105167-532500	WIC Postage		\$300
100211-447520	EH Food & Lodging State Revenue	\$7,066	
105180-512200	EH Salaries Overtime	\$1,000	
105180-523100	EH Educational Supplies	\$1,000	
105180-526000	EH Office Supplies	\$2,000	
105180-526001	EH Field Supplies	\$3,066	

Department Justification: Budget Amendment for WIC and Environmental Health Food & Lodging State Funding

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	<i>Janell Octigan</i>	Apr 17, 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. _____	



Proposal: 5149-6-0

Beaufort County Health Department - 12 Doors Final

Prepared for:
Janell Octigan

Beaufort County
1436 Highland Dr
Washington , NC 27889

P (252) 946-1902
E janell.octigan@bchd.net
C

Prepared by:
Tom Vermillion
C (252)-560-8875
E tvermillion@depsnet.com

Proposal Issued:
3/29/2023

Proposal Valid To:
4/8/2023

PROJECT DESCRIPTION & INVESTMENT

Client Information

Name: Beaufort County
Site: Health Department
 1436 Highland Dr
 Washington, NC 27889

Billing: Bill To
 1436 Highland Dr
 Washington, NC 27889

Contact
 Janell Octigan
P: (252) 946-1902
C:
E: janell.octigan@bchd.net

Statement of Work

Background:

Customer requested installing access control on 12 doors at the Beaufort County Health Department.

Scope of Work:

Galaxy Access Control System

DEPS to install Access Control System with Readers, Locks and Door Contacts on 12 doors. This quote is for 5 exterior doors and 7 interior doors.

- Provide and Install of Galaxy 12 door panel in the IT room.
- Provide additional 16 door license to accommodate the additional doors.
- Programming, test and commission of system

Interior Doors

- Prove and Install Card Reader, Electrified Lock set, Door Contact and Composite Cable to each interior door location
- Removing battery powered keypad locks from each door, and hanging locks over to Beaufort County
- Installing electrified Cylindrical locks in there place, this will include coring each door, and installing a transfer hinge

Exterior Doors

- Prove and Install Card Reader, Electrified Strike, Door Contact and Composite Cable to each exterior door location
- Only the items listed on list of materials of this proposal are provided by DEPS**

Execution and Delivery:

DEPS will work with the customer to finalize the project timeline once the project has been awarded. All work is to be done during regular business hours, Monday thru Friday 8am to 5pm EST and excludes weekends and holidays. Due to fluctuating prices this quote is good for 10 days from the date of the quote.

Qualifications and Assumptions:

- Any additional work requested by the customer which is not specifically outlined in this scope of work will be completed under a change order, separate contract, or service ticket.
- IP Addresses to be furnished by the customer for any network connected equipment
- Permit requirements are not anticipated for the scope of work included in this proposal
- DEPS assumes there will be enough spaces for technician parking in the lot associated with the building of installation.
- This proposal is based upon and includes standard shipping.

- Project includes 1 Year Warranty on all Parts and Labor except for physical abuse and acts of nature.

Project Performance Requirements:

Standard safety procedures will be adhered to on this project. DEPS is unaware of any special safety considerations outlined for this project

Invoicing Schedule:

- DEPS reserves the right to progress invoice

Project Investment

Galaxy Access Control System

QTY	Description
12	Farpointe P-500H Proximity Reader
100	CAT 6, unshielded, riser Rated Wht Jkt.
1	Conduit, Boxes, Connectors, etc
2	Cylindrical lock door trim palte
5	9 inch Cylindrical Lock Cover Plate
7	4-Conductor Power Transfer Hinge, 4x 26AWG, Dull Chrome
7	Failsecure Solenoid Controlled Electrified Cylindrical Lockset, Locked Outside Only, Dull Chrome
16	3/4 Recessed Stubby Steel Door Switch
2	Galaxy Corporate Software License 8 Door Addon
2	Access Power Controller with Power Supply Charger, 8 PTC Class 2 Relay Outputs, 12/24VDC
3000	4 ELEM COMP Cable Yelw Jkt (Banana Cable)
5	HES 9400 Slim Line 1/2" Surface Mount Rim Strike
1	Galaxy 635 12 Door Kit in Large Can w/ 10A ESD PS

Labor:

QTY	Description
4	Programming
96	Installation

Total Purchase Price	\$33,973.21
Deposit Due in Advance	\$16,986.61
Balance Due Upon Completion	\$16,986.60
Plus applicable taxes	

PROJECT DESCRIPTION & INVESTMENT

Project Acceptance

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Down East Protection Systems is hereby authorized to perform the work as specified.

Accepted By: Down East Protection Systems

Name: Tom Vermillion

Signature: _____

Title: President

Date: _____

Accepted By: Beaufort County

Name: Janell Octigan

Signature: _____

Title: _____

Date: _____

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

This form must be completed for all Sole Source purchase requests and submitted to the Purchasing Agent for approval **prior** to obtaining **County Manager** approval; or submitting a Consent Item for **BOCC** approval.

For informal purchases not requiring **County Manager** or **BOCC** approval, the completed form must accompany the Purchase Requisition whenever a sole source purchase is requested. However, I am requesting sole source approval based on the following criteria.

Requestor: Sara Graham	Date: 03/29/23
Requestor:	Department: Public Health
Title: Business Officer I	
Phone Number: 252-940-6537	Requisition:
Product: Galaxy Access Control System	Amount: \$33,973.21

I am aware that N.C.G.S. 143-129 and the Countywide Procurement Policy mandates that Beaufort County procure all apparatus, supplies, materials, and equipment totaling \$30,000 or more by competitively bidding.

1. Recommended Sole Source Vendor:
Company Name: Down East Protection Systems
Contact Name: Tom Vermillion
Address: _____
City, State, Zip: _____
Telephone: 252-939-9500

2. Is the recommended company the manufacturer? Yes ___ No X
3. Does the manufacturer sell the item(s) through a distributor? Yes X No ___

SOLE SOURCE RATIONALE

A specific contractor is the only source of the required item because (check all that apply):

___ The required items are proprietary to the Contractor.

- X A specific item is needed:
- ___ to be compiled or interchangeable with existing hardware.
 - ___ as spare or replacement hardware
 - ___ for the repair or modification of existing hardware
 - ___ for technical evaluation or test

X Other (provide information below)

Existing compatibility needs with access control systems installed in other County owned facilities.

 There is a **substantial technical risk** in contracting with any other contractor, thereby making that an unacceptable course of action (e.g. where only one contractor has been successful to date in implementing a difficult manufacturing process).

 The requested product is essential in maintaining standardization and the use of another product requires considerable time and money to implement or evaluate.

 The product must be compatible to existing equipment in order to operate adequately; or maintain existing warranties.

Is this project is technology related, has it been reviewed and approved by IST?

 No (If No, you must complete this process before submitting the sole source form)

 Yes (if Yes, provide IST Project List documentation or the date of IST approval so we may confirm the project status.) IST Approval Date: _____

1. Provide detailed information about why you need to acquire these goods: Safety and security of facility.
2. Has your department bought these goods in the past? Yes X No
 - a. Who was the contractor/supplier? _____
 - b. Was the requirement competitively bid or declared a sole source? _____
 - c. What was the last date and price paid for goods? _____
3. Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications. To be consistent and compatible with other County facility access control systems.
4. Were alternative goods evaluated? Yes X No
 - 4a. If yes, what were they and why were the unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.
 - 4b. If no, why were alternatives not evaluated? Existing compatibility needs.
5. What efforts were made to get the best price possible? Evaluated where access control would be installed and quoted only those necessary.
6. Will this purchase obligate the County to this vendor for future purchases? Yes X No

6a. If yes, please provide details regarding future obligations and/or needs: _____

7. Why is the price for this purchase considered to be fair and reasonable? Consistent with pricing for access control systems.
8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required? The health department is utilizing regional ARPA funds for this project. If a competitive bid is required, the access control system at the health department may not be compatible with other county systems.

TERM

X One Time Purchase _____ Ongoing Purchase

Procurement begin Date: ASAP Procurement end date: _____

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

Sara Graham
Requestor/Responsible Person

Date: 03/29/23

Janell Octigan
Department Head

Date: Mar 30, 2023

Hollie Jones
Hollie Jones (Mar 30, 2023 15:48 EDT)
Purchasing Officer

Date: 03/29/2023

Bill To
1436 Highland Drive
Health Department

Washington, NC
27889

Requisition 00000969-00 FY 2023

Acct No:
10 -5110-539800
Review:
Buyer: 265hijon
Status: Released

Page 1

Vendor
VERMILLION VENTURES, INC.
2006 N. QUEEN STREET

KINSTON, NC 28501

Tel#252-939-9500 EX780

Ship To
1436 Highland Drive
Health Department

Washington, NC 27889

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	031269				HEALTH-GENERAL

LN Description / Account	Qty	Unit Price	Net Price
001 Access Control System for Building	1.00 EACH	33973.21000	33973.21

1 10 -5110-539800

33973.21

Ship To
1436 Highland Drive
Health Department
Washington, NC 27889

Requisition Link

Requisition Total

33973.21

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -5110-539800	33973.21	50418.07

HEALTH-GENERAL

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/14/23	Sharon JaNell Octigan	Auto approved by: 265sgrah
Approved	04/14/23	Sara K. Graham	
Queued	04/14/23	Anita C Radcliffe	
Queued	04/14/23	Hollie I. Jones	

Beaufort County Finance

Budget Amendment Request

Department: FY22 Facilities Capital Project Fund

Date of Request: 05/01/2023

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
171-7173-536303	COURTHOUSE ANNEX WINDOW REPLACEMENT	\$53,500	
171-7173-536650	MAINTENANCE SHOP-EXTERIOR		(\$53,500)
	TOTAL	\$53,500	(\$53,500)

Department Justification: (Please provide detailed explanation)

- Courthouse Annex Window Replacement: Contract approved by BOC for \$126,360 on 8/1/2022.
- Maintenance Shop: Reduce value and scope of work.

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. _____	

Beaufort County Finance

Budget Amendment Request

Department: Solid Waste

Date of Request: 05/01/2023

FY Budget: 2023

No. 001

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81 -4720-539902	CONVENIENCE SITES		(28,025)
81-4720-598000	TRANSFER TO SOLID WASTE CPF	28,025	
182-3910-433015	TRANSFER FROM SOLID WASTE FUND	28,025	
182-8120-535150	CONVENIENCE SITE REHAB/REPAIR	28,025	

Department Justification: (Please provide detailed explanation)

- Re-allocate funds for Collection Site Improvements engineering costs to the Capital Project 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 inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

ESI Phone System



Nortel Phone System



Powermate Portable Generator



6' desk hutch units (2)



Filing cabinets



50' of 4/3 Type SOOW 600 V wire





North Carolina Vehicle Tax System

03/23-03/31/2023

NCVTS Pending Refund report

Report Date

Payee Name	Primary Owner	Secondary Owner	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BARLETTA, ALEXANDER	BARLETTA, ALEXANDER		Refund Generated due to adjustment on Bill #0071382736-2022-2022-0000	Situs error	03/30/2023	G01	Tax	\$0.00	\$0.00	\$0.00
						C01	Tax	(\$253.52)	\$0.00	(\$253.52)
						C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
						F61	Tax	\$26.23	\$0.00	\$26.23
								Refund		\$232.29
INSORE, RICHARD PAUL	INSORE, RICHARD PAUL		Refund Generated due to proration on Bill #0062254136-2022-2022-0000-00	Vehicle Sold	03/28/2023	G01	Tax	(\$181.24)	\$0.00	(\$181.24)
						C05	Tax	(\$171.09)	\$0.00	(\$171.09)
								Refund		\$352.33
LEE, JOSHUA ELIJAH	LEE, JOSHUA ELIJAH		Refund Generated due to adjustment on Bill #0071378182-2022-2022-0000	Situs error	03/31/2023	G01	Tax	\$0.00	\$0.00	\$0.00
						C01	Tax	(\$124.98)	\$0.00	(\$124.98)
						C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
						F63	Tax	\$8.84	\$0.00	\$8.84
						E05	Tax	\$7.54	\$0.00	\$7.54
								Refund		\$113.50
LIPPINCOTT, PAUL VINCENT	LIPPINCOTT, PAUL VINCENT		Refund Generated due to adjustment on Bill #0070094317-2022-2022-0000	Situs error	03/03/2023	G01	Tax	\$0.00	\$0.00	\$0.00
						C01	Tax	(\$322.37)	\$0.00	(\$322.37)
						C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
						F61	Tax	\$33.35	\$0.00	\$33.35
								Refund		\$294.02



North Carolina Vehicle Tax System

03/23-03/31/2023

NCVTS Pending Refund report

Report Date		Refund Generated due to proration on	Vehicle Sold	03/31/2023	G01	Tax	(\$246.93)	\$0.00	(\$246.93)
OVERBY, RICHARD HENRY JR	SHIPMAN, MARGARET MARIE	Bill #0041011574-2022-2022-0000-00			F61	Tax	(\$23.70)	\$0.00	(\$23.70)
PERRY, DOUGLAS WAYNE	PERRY, MADISON NICOLE	Refund Generated due to proration on	Tag Surrender	03/24/2023	G01	Tax	(\$152.84)	\$0.00	(\$152.84)
		Bill #0070823558-2022-2022-0000-00			F63	Tax	(\$10.03)	\$0.00	(\$10.03)
					E02	Tax	(\$12.23)	\$0.00	(\$12.23)
SOLANO, MARISA	SOLANO, MARISA	Refund Generated due to proration on	Vehicle Sold	04/11/2023	G01	Tax	(\$286.19)	\$0.00	(\$286.19)
		Bill #0065273560-2022-2022-0000-00			F60	Tax	(\$19.69)	\$0.00	(\$19.69)
					E12	Tax	(\$22.90)	\$0.00	(\$22.90)
								Refund	\$328.78

Report Parameters:

Refund Status: ONHOLD

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Amount (\$)
919837	COAST2COAST GROUP LLC	PO BOX 172SIMPSON27879	Overpayment on Payment of OTHER on Bill # 0000031538-2022-2022-0000-00 of	CWESTON	119.00
919838	THOMASTBALLARD	PO BOX 403BELHAVEN, NC 27810	Overpayment on Payment of OTHER on Bill # 0000009331-2022-2022-0000-00 of	CWESTON	125.00
920236	MTALLEYMARY	412 BRICK KILN RDPO BOX 8WASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000031089-2022-2022-0000-00 of	DPCLBX	825.05
920258	JASONSPRUILL	9099 NC HIGHWAY 99 NPANTEGO27860	Overpayment on Payment of CHECK on Bill # 0000002352-2022-2022-0000-00 of	C9BEATB	153.44
920289	LISAFLOYD	5622 TORI LNWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000016175-2022-2022-0000-00 of	C9BEATB	129.74
920385	MICHAELCRESPASS	29 EVERSON LANEWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000002532-2022-2022-0000-00 of	C9BEATB	127.72
920407	AARONLANECARROW	2869 LONG RIDGE RDPINETOWN27865	Overpayment on Payment of OTHER on Bill # 0009526269-2022-2022-0000-00 of	CWESTON	111.60
920546	O'NEALS DRUG STORE - WASHINGTON	WALTON P O'NEAL III275 PAMLICO STREETBELHAVEN27810	Overpayment on Payment of CHECK on Bill # 0009553726-2023-2018-0000-00 of	C9BEATB	635.25
920632	STEVENMINOR	413 JONES STREETWILLIAMSTON27892	Overpayment on Payment of MONEYORDER on Bill # 0000020927-	C9BEATB	249.18
920642	MICHAELTLEGGETT	72 ADAMS STREETCHOCOWINITY27817	Overpayment on Payment of CHECK on Bill # 0000007885-2022-2022-0000-00 of	C9BEATB	245.10

Beaufort County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$185,624 Local Match: \$ \$19,801 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	4-H Character Education	\$3,364	\$336					\$3,700	9%
2	Becoming a Man	\$12,350	\$1,235					\$13,585	9%
3	Cornerstone Families Understanding Nurturing (FUN)	\$27,000	\$2,700					\$29,700	9%
4	Helping Youth Pursue Excellence (H.Y.P.E.)	\$30,865	\$3,087					\$33,952	9%
5	Horizon	\$65,961	\$6,596					\$72,557	9%
6	MCEC Mentors	\$10,000	\$1,000		\$1,238			\$12,238	18%
7	Pamlico Pals	\$31,545	\$3,155					\$34,700	9%
8	JCPC Administration	\$4,539	\$454					\$4,993	9%
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	\$185,624	\$18,563		\$1,238			\$205,425	10%

The above plan was derived through a planning process by the Beaufort County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023-2024

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

—DPS Use Only—

Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

ADDENDUM 2

Public Hearing – Petition to Name a Hill

Bluebill Hill

Proposal Information

Proposed name	Bluebill Hill
Proposal type	to make official a name in local use
Current official name	n/a
GNIS ID	n/a
Proponent	Boyce Allen Hudson II; Holly Springs, NC
Date proposed	1/24/23
Submitter	same
Date submitted	same
BGN case number	5962
Quarterly Review List	450

Feature Details

Primary coordinates	35.40273, -76.64139
Feature class	cliff
Feature size	0.3 mi. long
Feature description	located along the north shore of the Pamlico River just E of Mare Point
Name history	Named for the “bluebill,” the duck hunters’ term for the Greater Scaup/Lesser Scaup, which is common in the winter along coastal rivers and sounds
USGS primary topo map	Ransomville 1:24,000
State(s)	North Carolina
County(s)	Beaufort
Land ownership	private

BGN decisions

- None

Other Names

- Unpublished names: Bluebill Hill (proponent)

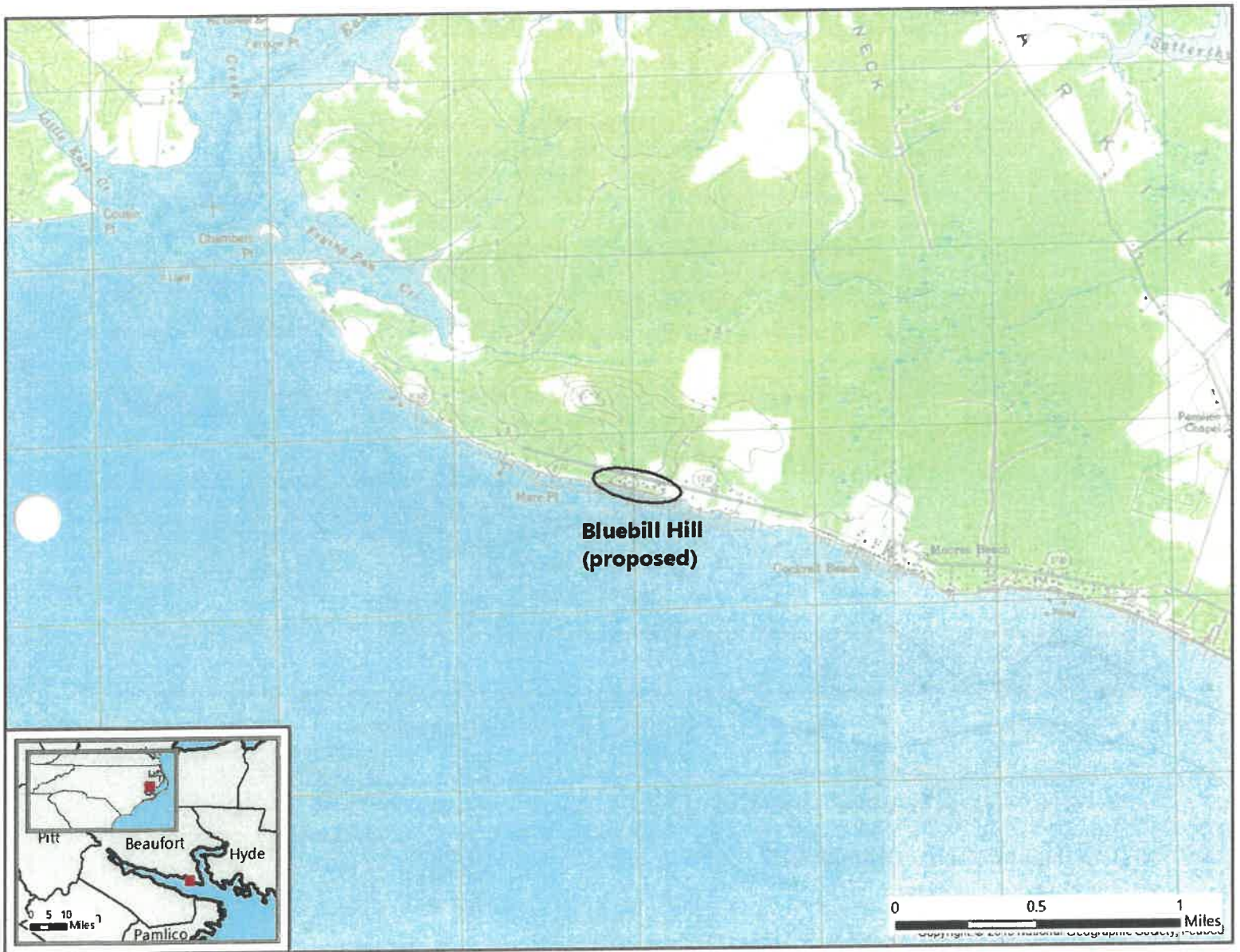
Case Summary

This proposal is to make official the name Bluebill Hill for a bluff located along the north shore of the Pamlico River, just east of Mare Point, in Beaufort County. The bluff is approximately 0.3 miles long with an elevation of 17 feet. The proponent, who owns one of several properties on the bluff, reports that the name has been used locally since the 1980s and that “the bluebill is a species of waterfowl known to frequent the beaches, surrounding area, and [the] hill itself. [The name has] represented the town and the population of Waterfowlers and hunters that have resided on the hill for generations.” Research shows that “bluebill” is a term used by duck hunters for the [Greater Scaup/Lesser Scaup](#), which is very common in the winter along coastal rivers and sounds. An online search shows that a sign at the property reads “Bluebill Hill.”

There are no other features in North Carolina named “Bluebill.”

Stakeholder Input

Local government	Beaufort County
State Names Authority	North Carolina Board on Geographic Names
Federally Recognized Tribes	All federally recognized Tribes contacted under Policy X



Domestic Geographic Name Proposal Form

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the [BGN policies](#). Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

**Submit
Proposal:**

1. Email this form and supporting documentation to: BGNEXEC@usgs.gov
- i. Save PDF as 'ST_GeographicName' for example 'CO_BearCreek'
 - ii. Email Subject: ST_GeographicName

OR 2. Send by mail to:

U.S. BGN Executive Secretary, Domestic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Contact Us:
BGNEXEC@usgs.gov

Please note that anything submitted by mail will be delayed.

Naming Basics

Proposed Name:
Bluebill Hill

Is this to change an existing name?

☐ Y ☐ N

If yes, please provide the official name and Feature ID as it appears in [the Geographic Names Information System \(GNIS\)](#).

Is this name in current local use?

☐ Y ☐ N

What is the Feature Class?

Cliff

GNIS Name:

Feature ID:

Location Basics

Where is the feature?

Latitude: 35.40273 (38.94741)

Longitude: -76.64139 (-77.36839)



For Linear Features (e.g. stream or valley):

Mouth/Confluence

Latitude: (38.94741)

Longitude: (-77.36839)

Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)



General Location:

State: North Carolina

County: Beaufort

City/Town/

Township/

Borough:

Public Land Survey System:

Section(s), Township, Range, Meridian

Feature Description

Physical shape, length, width, etc. (Maps can be submitted separately by email)

It is a hill/bluff stretching from 2251 Old Pamlico Beach Rd W to 2305 Old Pamlico Beach Rd W. The bluff overlooks the north end of the Pamlico River in NC

Name Details

Name information:

Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.

In local circles the area has been called "Bluebill Hill" to a point that there's even a sign out front of one or two houses. "Bluebill" is a species of waterfowl known to frequent the beaches, surrounding area, and hill itself. As far as I know it's been referred to locally as Bluebill Hill since the 1980's and is well in use today. The sign mentioning the name of the hill is located at 2305 Old Pamlico Beach Rd W in Aurora, NC.

Every other feature in the area has a name. chambers point, frying pan creek, etc.; and i along with others in the area would like to have a geological feature that represented the town and the population of Waterfowlers and hunters that have resided on the hill for generations.

Please provide a list of supporting documentation, including any web links:

Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).



Is the name commemorative? Does the name honor or refer to a person or persons? ☐ Y ☐ N

Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.

If yes, please provide the following:

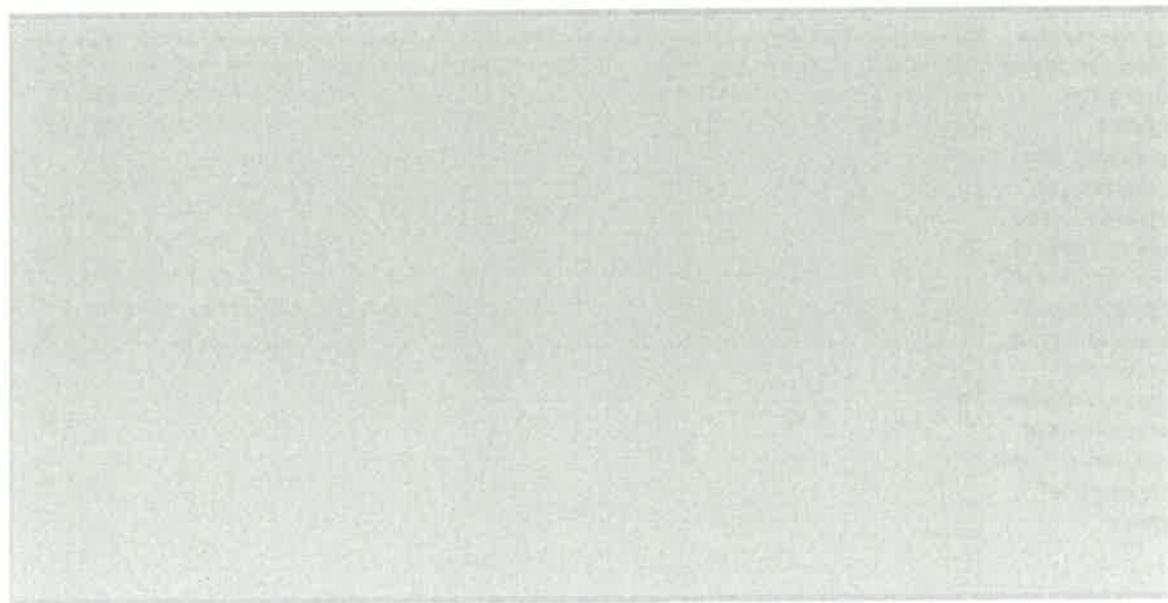
Honoree's Date of Birth:



Honoree's Date of Death:



Short biography and significance or association with the geographic feature: *(list any additional honorees here)*



Is the feature in a Wilderness Area or Wilderness Study Area? ☐ Y ☐ N ☐ Unknown

If yes, please provide your justification for making an exception to [the Wilderness Policy](#):

Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.

Additional Information +

Is there any local opposition or conflict with the proposed name? ☐ Y ☐ N

If yes, please explain and describe any opposition:

Additional notes:

Proponent Information

Please provide one form of contact (email preferred):

 Proponent's Name: Boyce Allen Hudson li

Agency or Organization, if applicable:

 Email: Allenhudson3@yahoo.com

 Mailing Address: 105 Mearleaf place, Holly springs NC 27540, United States

 Phone: (919) 830-2162

 Are you completing this form for someone else?

☐ Y ☐ N

If yes, please fill out the following:

Completed by:

Full Name:

Email:

Mailing Address:

Phone:

Please submit this form and supporting documentation to: 1. By email to BGNESEC@usgs.gov 2. By mail to the address on page 2.

ADDENDUM 3

Public Hearing – Project RX



Beaufort County, NC

Disclaimer: Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with N.C. Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Beaufort County Land Records GIS and is maintained for the internal use of the County. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website.



Beaufort County Parcel Viewer
beaufortcountygis.com

Date Printed: 4/25/2023

GPIN:	5668-80-2737
REID1:	6105
NAME1:	BEAUFORT CO WASHINGTON CITY OF
NAME2:	
ADDR1:	121 WEST THIRD STREET
ADDR2:	
CITY:	WASHINGTON
STATE:	NC
ZIP:	27889
PROP_DESC:	4.54 AC LOT 14B BEAUFORT CO INDUSTRIAL PK
LAND_VAL:	136197
BLDG_VAL:	0
TOT_VAL:	136197
DEFR_VAL:	0
TAXABLE_VAL:	0
PREV_ASSES:	136200
ACRES:	4.54
PROP_ADDR:	SR 1001
TOWNSHIP:	01
MBL:	566700106
DATE:	2013-05-17
DB_PG:	1817/00358
STAMPS:	
SALE_PRICE:	0

PUBLIC NOTICE

Notice of Public Hearing Proposed Economic Incentive Grant Project Rx

On May 1, 2023 at 5:30P, or soon thereafter, the Beaufort County Board of Commissioners will hold a public hearing to receive comments on a proposed economic development incentive grant to Project Rx. Project Rx is an industrial scale pharmacy business (not retail, no direct sales to public) that fills individual prescriptions for assisted living facilities, hospitals, prisons, etc. Project Rx proposes to invest \$2.325M in new real and business personal property and create an additional 10 new jobs if Beaufort County is selected for the project. Beaufort County proposes to sell 4.54 acres of land in the Beaufort County/City of Washington Industrial Park to Project Rx at a discounted rate. The appraised value of the property is \$91,000. The proposed incentive grant in the amount of \$45,600 is the difference in the fair market value of the property and the offer price. The incentive grant requires Project Rx to meet its capital investment goal within 5 years. The County intends to use general fund revenues as the source of funding for this project. The public benefits derived from this incentive grant are an increase in the tax base and the creation of new jobs in Beaufort County.

Washington Daily News:
Apr. 22, 2023
PROJECT RX

ADDENDUM 4

Contract With NC-DIT and Brightspeed for Broadband Installation

April 4, 2023

Pamela Sherwood
Connect Holding II LLC
PO Box 1330
Fayetteville, NC28302-1330

Frankie Waters
Chairman of the Board of Commissioners
121 West 3rd Street
Washington, NC27889

Re: Grant Agreement for Application #1000013847 (Grant Agreement #2000066879)
Your Signature and Reply is Requested
Project Title: Beaufort
Unique Entity Identifier in SAM.gov: JWYXBY1U3ML3

Dear Ms./Mrs. Sherwood:

Thank you again for your participation in the GREAT American Rescue Plan Act Round and congratulations on your award. Attached for your review and signature is the contract document required to establish the agreement for the GREAT award with the North Carolina Department of Information Technology. NCDIT funding will be provided on a reimbursement basis. NCDIT's portion of this project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds).

Below is a description of the documents enclosed along with an explanation of the signatures required for each document. The authorized representative from your company and county should execute this agreement via AdobeSign no later than May 4, 2023.

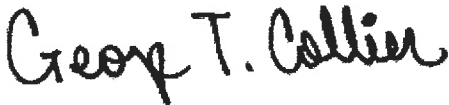
Document:	Document Description:	Signed By:
Agreement	Contract: Outlines the terms of the Agreement between NCDIT and the Grantee.	Authorized Representative for the Grantee
Exhibit A	NCDIT and County disclosures required by 2 C.F.R. 200.332 and 09 NCAC 03M.	No Signature Required
Exhibit B	Scope of Services: Outlines the scope of the construction project, including the Project Budget	No Signature Required

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Exhibit C	Project Milestones: Outlines the schedule and contents of reports that are due from the Grantee to NCDIT.	No Signature Required
Exhibit D	Reporting Schedule for Progress Reports	No Signature Required
Exhibit E	Progress Report Template: Provides a template document for the Grantee to submit progress reports, including spending to date	No Signature Required
Exhibit F	Payment Process: Outlines the process for the Grantee to request reimbursements from NCDIT.	No Signature Required
Exhibit G	Byrd Anti-Lobbying Certification	Authorized Representative for the Grantee
Exhibit H	Key Personnel of the Grantee	No Signature Required
Exhibit I: Mapping Files	Data file (cvs) and map that identifies eligible locations for the grant project.	No Signature Required
Exhibit J: County Match (Financial)	Process for payment of County matching funds	Signed by Authorized Representative for County and Grantee
Exhibit K: County Match (Infrastructure)	Description of County's contribution of infrastructure	Signed by Authorized Representative for County and Grantee

If you have any questions regarding the enclosed documents, please contact me at (919) 817-0541 or greatgrant@nc.gov.

Sincerely,



George T. Collier, Deputy Director
Broadband Infrastructure Office
NC Department of Information Technology

Enclosures

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Table of Contents

Article 1. Overview.....	1
Section 1.1. Parties.....	1
Section 1.2 Roles	1
Section 1.3 Purpose.....	1
Section 1.4 Source of Funding.....	1
Section 1.5 Compliance	1
Section 1.6 Disclosures.....	2
Section 1.7 Term of Agreement.....	2
Section 1.8 Construction Period	2
Section 1.9 Maintenance Period	2
Article 2. Scope of Funded Activities.....	2
Section 2.1 Scope of Project	2
a. Reliance by NCDIT	2
b. GREAT Program Guidelines	2
Section 2.2 NCDIT Funding and Administrative Expenses	3
a. GREAT Award	3
b. Total Funding.....	3
c. Eligible Expenditures.....	3
d. Expenditure Reimbursement.....	3
e. Materials Reimbursement	3
f. Non-Eligible Expenditures.....	4
Section 2.3 County Partnership.....	4
a. Financial Match	4
b. Infrastructure Contribution	4
Section 2.4 Grantee Duties	5
a. Broadband Access and Speeds.....	5
b. Records	5
c. Project Milestones and Progress Reports.....	6
d. Reporting Requirements	6
e. Funding	8
Section 2.5 Material Changes and Project Changes	9
a. Material Changes	9
b. Project Changes	9
c. Reduction in Scope	10
d. Changes that Affect Performance	10
e. Extensions of Time	10
f. Budget Changes	10
g. Cost Overrun or Underrun	10

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Article 3. Compensation	10
Section 3.1 Payment of Funds by NCDIT	10
Section 3.2 County Contribution	10
Section 3.3 Availability of Funds	11
Section 3.4 Repayment Requirements and Remedies.....	11
a. Repayment or Clawbacks	11
b. Non-Exclusive Remedy	12
c. Improper or Ineligible Payments	12
Article 4. Financial Accountability and Grant Administration.....	12
Section 4.1 Financial Management.....	12
Section 4.2 Limitations on Expenditures	12
Section 4.3 Financial and Other Reports	13
Section 4.4 Cost Principles	13
Section 4.5 Audits.....	13
Section 4.6 Closeout	13
Section 4.7 Recovery of Award Funding.....	14
Article 5. Cooperation in Monitoring and Evaluation	14
Section 5.1 NCDIT's Responsibilities.....	14
a. Project Monitoring	14
b. Risk Assessment	15
c. Compliance Audits.....	15
Section 5.2 Grantee's Responsibilities	15
a. Compliance with 09 N.C.A.C. 03M	15
b. Use of Funds	15
c. Cooperation in Monitoring	15
d. Reporting Compliance	15
Section 5.3 N.C. Administrative Code Reporting and Audit Requirements	16
a. Required Reporting.....	16
b. Filing of Reports	16
c. Copies Acceptable	17
d. Other Reports	17
Section 5.4 Interventions	17
Section 5.5 Access to Persons and Records.....	17
Section 5.6 Personnel.....	17
Article 6. Compliance with Agreement and Applicable Laws	18
Section 6.1 General Compliance.....	18
Section 6.2 Expenditure Authority	18
Section 6.3 Federal Grant Administration Requirements	18
Section 6.4 Property	19

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 6.5 Universal Identifier and System for Award Management (SAM).....	19
Section 6.6 Federal Funding Accountability and Transparency Act of 2006.....	19
Section 6.7 Licenses, Certification, Permits, Accreditation	19
Section 6.8 Clean Air Act	19
Section 6.9 Federal Water Pollution Control Act	19
Section 6.10 Debarment and Suspension.....	20
a. Non-Exclusion Certification	20
b. Compliance with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19	20
c. Remedies for Non-Compliance.....	20
d. Subcontractor Certification.....	20
Section 6.11 Byrd Anti-Lobbying Amendment.....	21
Section 6.12 Wages and Labor Standards for Projects over \$10 Million	21
a. Prevailing Wages Certification	21
b. Project Labor Certification	22
c. Local Hire Prioritization	22
d. Community Benefit Agreement.....	22
Section 6.13 Copeland Anti-Kickback Act.....	22
Section 6.14 Contract Work Hours and Safety Standards Act	23
Section 6.15 Prohibition on Contracting for Covered Telecommunications Equipment or Services	23
Section 6.16 Program Fraud and False or Fraudulent Statements or Related Acts	23
Section 6.17 Protections for Whistleblowers.....	23
Section 6.18 Equal Opportunity & Other Requirements	23
a. Assurances of Compliance with Title VI of the Civil Rights Act of 1964	24
b. Disability Protections.....	24
c. Age Discrimination	24
d. Americans with Disabilities.....	24
e. Fair Housing Laws.....	24
Section 6.19 Affordable Connectivity Program.....	24
Section 6.20 Use of Name	24
Section 6.21 Solicitation of Small Businesses and Historically Underutilized Businesses	25
Section 6.22 Conflicts of Interest; Gifts and Favors.....	25
a. Disclosure of Potential Conflicts	25
b. Conflict Certification	25
c. Value Certification.....	26
d. Conflict of Interest Policy	26
Section 6.23 Miscellaneous Provisions and Conditions	26
a. Increasing Seat Belt Use in the United States.....	26

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

b. Reducing Text Messaging While Driving	26
c. Energy Efficiency	26
d. Publications.....	26
e. Federal Seals, Logos, and Flags.....	26
Article 7. Termination and Remedies	27
Section 7.1 Termination by Grantors for Default	27
Section 7.2 Immediate Termination by Grantors.....	27
Section 7.3 Termination by Mutual Consent	27
Section 7.4 Termination Procedures	27
Section 7.5 Sanctions for Noncompliance	27
a. Grantee Noncompliance.....	28
b. Misuse of Funds.....	28
c. Notice Period	28
Section 7.6 Termination due to Unavailability of Funds	28
Article 8. General Conditions	28
Section 8.1 Representations and Warranties.....	28
a. The Parties' Representations and Warranties	28
b. Grantee's Representations and Warranties	29
Section 8.2 Indemnification	30
Section 8.3 Insurance	30
a. Small Purchases Requirements	30
b. Requirements for Contracts Between Small Purchases and \$1,000,000.00	30
c. Requirements for Contracts in Excess of \$1,000,000.00.....	31
Section 8.4 Cessation, Bankruptcy, Dissolution, or Insolvency	32
a. Merger, Consolidation, or Sale	32
b. Notice of Cessation, Bankruptcy, Dissolution, or Insolvency	32
c. Remedies on Failure to Provide Notice	32
Section 8.5 Binding Effect.....	33
Section 8.6 Entire Agreement	33
Section 8.7 Titles and Headings.....	33
Section 8.8 Severability	33
Section 8.9 Independent Status of the State, the County, the Grantee, and Any Third Parties	33
a. Independent Entities.....	33
b. Grantees Responsibility for Expense and Insurance.....	34
Section 8.10 Non-Assignability	34
Section 8.11 Subcontracting	34
Section 8.12 No Waiver by the State or the County	35
Section 8.13 Notices	35

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 8.14 Public Records Act Compliance and Confidentiality	36
Section 8.15 Dispute Resolution.....	36
Section 8.16 Waiver of Objections to Timeliness of Legal Action	36
Section 8.17 Force Majeure	37
Section 8.18 Construction, Jurisdiction and Venue	37
Section 8.19 Execution	37
Section 8.20 Acceptance	37

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Article 1. Overview.

Section 1.1. Parties. The North Carolina Department of Information Technology (“NCDIT”), an agency of the State of North Carolina (“State”) and **Beaufort County** (the “County”) (NCDIT and the County are hereinafter collectively referred to as “Grantors”) enter into this Growing Rural Economies with Access to Technology (“GREAT”) Program Agreement (“Agreement” or “Contract”) with the **Connect Holding II LLC** (the “Grantee”). Together, Grantors and Grantee are hereinafter collectively referred to as the “Parties” or each individually as a “Party”.

Section 1.2. Roles. For the purposes of this Agreement, NCDIT is a recipient and a pass-through entity for the U.S. Department of the Treasury, and the Grantee is a subrecipient, as defined by 2 C.F.R. 200.1. If the County is using federal funds for the project described herein, then pursuant to 2 C.F.R. 200.1 it is also a recipient and a pass-through entity for the purposes of this Agreement, unless those funds are categorized as revenue replacement funds, in which case the County is a recipient.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for the use funds that Grantors have awarded to the Grantee to carry out the State’s GREAT Program. Grantors awarded this funding: (1) based on the application filed by the Grantee and any subsequent materials supporting the application; (2) based on GREAT Program guidelines and other requirements and guidelines; and (3) for the deployment of broadband infrastructure to provide the locations identified in this Agreement with at least 100 megabits per second download and 100 megabits per second upload speeds by December 31, 2026, as described in the application (the “Project”).

Section 1.4. Source of Funding. The State received State Fiscal Recovery Funds (“SFRF”) pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended (“ARPA”). Broadband infrastructure projects are an eligible use of SFRF funds (87 Fed. Reg., 4339 Jan. 27, 2022), and NCDIT intends to pay for the cost of this Project using a portion of the \$350,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the GREAT grant program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). In accordance with N.C. Gen. Stat., § 143B-1373(g)(1) (as amended by S.L. 2021-180, Section 38.4(a)(8)), the County will contribute matching funds for the cost of this Project in the form of a financial match using either ARPA funds or the County’s unrestricted general funds, or it will contribute existing infrastructure that has been installed for its enterprise, non-consumer broadband purposes, or any other property, buildings, or structures owned by the County.

Section 1.5. Compliance. The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: Section 602 of the Social Security Act; the Uniform Guidance of the Office of Management and Budget (2 C.F.R. Part 200); the SFRF and ARPA rules and regulations issued by the U.S. Department of the

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31 C.F.R. Part 35); N.C.G.S. §143B-1373 and any relevant amendments, including but not limited to S.L. 2021-180, Section 38.4 and its subsequent amendments and technical changes (the “**GREAT statutes**”); the Uniform Administration of State Awards of Financial Assistance (09 NCAC 03M); and the award agreement between the State of North Carolina and the U.S. Department of the Treasury. Neither NCDIT nor the County shall make any distributions of funds absent the Grantee’s agreement and adherence to each term and condition contained herein. To the extent that the North Carolina General Assembly, after the Effective Date of this Agreement, enacts legislation that retroactively impacts the Project, the Parties shall have the right to amend this Agreement in accordance with those laws. Grantee also agrees to abide by additional guidance from the U.S. Department of the Treasury regarding the applicability of certain provisions of 2.C.F.R. Part 200. Nothing in this Agreement waives, excuses, or amends requirements imposed by State or Federal law for the administration of these funds.

Section 1.6. Disclosures. Federal regulations, specifically 2 C.F.R. 332 require Grantors to provide the Grantee with specific information about this award. All required information, along with state disclosures required by 09 N.C.A.C. 03M, is listed in Exhibit A, “NCDIT Disclosures”.

Section 1.7. Term of Agreement. The effective period of this Agreement shall commence on April 10, 2023 (“**Effective Date**”) and shall terminate on April 10, 2028, unless terminated on an earlier date by any of the Parties in accordance with the terms of this Agreement (either one of which dates shall constitute the “**Termination Date**”).

Section 1.8. Construction Period. The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B “Scope of Services” and shall not extend beyond two years, subject to the provisions of Section 2.4.

Section 1.9. Maintenance Period. The Maintenance Period begins on the expiration date of the Construction Period and shall continue until the Termination Date. Broadband service at or above the minimum speeds must be continually made available to the locations specified in Exhibit B through the Maintenance Period until the Termination Date of this Agreement.

Article 2. Scope of Funded Activities.

Section 2.1. Scope of Project. The scope of the Project covered by this Agreement is set out in the Scope of Services, attached hereto as Exhibit B, which includes the project budget (“**Project Budget**”). The Grantee shall perform all services described in Exhibit B (“**Covered Services**”).

- a. **Reliance by NCDIT.** The Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application, which have been relied upon by NCDIT in awarding this funding, are incorporated by reference into this Agreement.
- b. **GREAT Program Guidelines.** NCDIT policy related to the performance of this Project is set out in the GREAT Program guidelines, which may be amended, modified,

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

or supplemented and applied accordingly to this Agreement by NCDIT in its sole discretion. Guidelines and other documentation are available at <https://www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal>

Section 2.2. NCDIT Funding and Administrative Expenses.

- a. **GREAT Award.** NCDIT awards to the Grantee an amount not to exceed \$4000000 for infrastructure costs directly relating to the Project (“**GREAT Award**”). If NCDIT determines that the actual costs of the Project are less than the Project budget amount, NCDIT, in its discretion, may reduce the amount of the GREAT Award funding accordingly.
- b. **Total Funding.** The total GREAT Award funding for the Project, including the sources of the funds and the percentages of each source are set forth in Exhibit B.
- c. **Eligible Expenditures.** Pursuant to N.C.G.S. § 143B-1373(b), eligible expenditures for the Project are limited to infrastructure costs as defined in N.C.G.S. § 143B-1373(a)(9), which are costs directly related to the construction of broadband infrastructure for the extension of broadband service for an eligible project, including (“**Eligible Expenditures**”):
 1. Installation;
 2. Acquiring or updating easements;
 3. Equipment;
 4. Fiber;
 5. Construction;
 6. Backhaul infrastructure directed at broadband service to the end user;
 7. Testing costs;
 8. Engineering costs; and
 9. Costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment.
- d. **Expenditure Reimbursement.** Eligible Expenditures incurred since the date of the award in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT’s approval of such request.
- e. **Materials Reimbursement.** Eligible Expenditures for materials incurred since March 3, 2021 in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT’s approval of such request.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

f. **Non-Eligible Expenditures.** Without limitation and as determined by NCDIT in its sole discretion, the following expenditures are not eligible for GREAT Award funding and should **not** be submitted to NCDIT for reimbursement or credited by the Grantee toward its Cash Match requirement under Section 2.4.e.1 below:

1. Middle mile, backhaul, and other similar projects not directed at broadband service for end users;
2. Overhead expenses;
3. Administrative costs;
4. Lease payments; or
5. Expenditures related to areas where the Grantee has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with eighteen (18) months or for the duration of the federal funding program for that area, or if the Grantee is otherwise in good standing with the funding agency's regulations governing the funding program.

Section 2.3. County Partnership. The County has the authority to provide a grant to the Grantee for the purpose of this Project pursuant to N.C.G.S. § 153A-459. The County is also authorized to enter into a partnership the Grantee pursuant to N.C.G.S. §143B-1373(11a)(b) and §143B-1373(g)(1)(as amended by S.L. 2021-180, Section 38.4(a)(8)). The terms and conditions of the County's partnership agreement with Provider are set out in this Agreement. The County contribution to the partnership shall be in the form of either a financial match or an infrastructure contribution as described in this Section ("County Partnership"). By signing this Agreement, the County and the Grantee each certify that a partnership exists between them for the purpose of the Project.

- a. **Financial Match.** The County will provide a matching financial contribution for the Project in an amount up to fifty percent of the amount contributed by the Grantee as set forth in Section 2.4.e.1 of this Agreement. Any county providing a financial match may use unrestricted general funds or federal ARPA funds allocated to it for the purpose of improving broadband infrastructure. If the County uses federal ARPA funds, it will comply with all relevant reporting requirements governing the use of ARPA funds. The County and the Grantee shall comply with the process and requirements set forth in Exhibit J, "Process for Payment of County matching funds".
- b. **Infrastructure Contribution.** If the County provides a contribution in the form of infrastructure for the Project, it shall comply with the requirements set forth in Exhibit K, "Description of County's contribution of infrastructure". The Grantee shall be required to execute Exhibit K prior to the disbursement or use of any infrastructure.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

2.4. Grantee Duties.

a. Broadband Access and Speeds.

1. The Grantee shall deploy infrastructure to the approved locations required by the Grant Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the Grantee is the minimum speed made available to all Locations in the grant project and must be scalable to 100 Mbps symmetrical by December 31, 2026.
2. The Grantee shall provide to Grantors evidence consistent with the Federal Communications Commission attestation that the Grantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("Locations") as described in Exhibit B to this Agreement. For the purposes of this Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.
3. If applicable, the Grantee shall disclose to Grantors any changes to data caps for the Project that differ from the data caps listed in the Application. For the purposes of this Agreement, "data caps" are the limits imposed by broadband service providers on the total amount of data a user can download or upload during a specified period.

b. Records.

1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

c. Project Milestones and Progress Reports.

1. Project Milestones are set forth in Exhibit C, "Project Milestones", to this Agreement. The Grantee must submit Project progress reports as required in Section 2.4.d. and in Exhibit D, Reporting Schedule for Progress Reports, including any other requested documentation, demonstrating the achievement of the milestones set forth in Exhibit C.
2. If the Grantee does not complete the milestone as agreed upon within the period of time described in this section, NCDIT may impose additional monitoring and reporting requirements or terminate this Agreement pursuant to the termination provisions set forth herein. Failure to complete a milestone and meet reporting requirements may constitute a material breach of this Agreement, and Grantors may exercise the authority under N.C.G.S. § 143B-1373, 2 C.F.R. § 200.339, and this Agreement to seek termination of this Agreement and retrieval of funds expended.

d. Reporting Requirements. NCDIT will perform monitoring of the Project, including on behalf of the County, as set forth in Section 5.1.a. NCDIT will require Project progress reports as set forth herein and in accordance with 2 C.F.R. § 200.329, and will provide copies of all reports to the County within 10 business days.

1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, NCDIT) or by a relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as NCDIT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, NCDIT) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short- and long-range impact of their programs.
2. The Grantee shall furnish NCDIT detailed written progress reports using Exhibit E, "Progress Report Template" provided by NCDIT according to the time periods specified in Exhibit D or as otherwise requested by NCDIT. NCDIT shall conduct risk assessments of the Grantee as set out in Section 5.1. For Projects determined to be Low Risk or Medium Risk, progress reports will be required on a quarterly basis during the Construction Period. For Projects determined to be High Risk, progress reports will be required on a monthly basis during the Construction Period.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Progress reports for projects at any risk level shall be required annually during the Maintenance Period. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:

- (a) A description of accomplishments achieved during the reporting period towards the relevant milestones;
 - (b) A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable;
 - (c) Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable;
 - (d) During the Maintenance Period, speed levels, data allowances, and pricing options for all services levels offered to end consumers;
 - (e) During the Maintenance Period, confirmation of participation in the Affordable Connectivity Program ("ACP") or program that provides benefits to households commensurate with those provided under the ACP; and
 - (f) Any additional pertinent information.
3. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT's approval, in NCDIT's sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the Project being subject to the repayment provision in Section 3.4 and may negatively impact the Grantee's eligibility for future funding.
4. Within sixty (60) days after the Termination Date, the Grantee shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee shall include the following:
- (a) A description of the Project and how it was implemented;
 - (b) To what degree the established objectives were met;
 - (c) The difficulties encountered;
 - (d) The number of Locations served and whether those Locations are households or businesses;
 - (e) Mapping data sufficient to identify all Locations served and infrastructure built;
 - (f) Total final cost of the Project;
 - (g) Cost per location served;
 - (h) Speed levels, data allowances, and pricing options for all service levels

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

offered to end consumers;

- (i) Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
- (j) Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the Application are available throughout the Project area to any end user connections; and
- (k) Any other information requested by NCDIT.

e. Funding.

1. As a condition of receiving GREAT Award funds, the Grantee must contribute a cash match of **\$1290509**, pursuant to N.C.G.S. §143B-1373(j), as amended by S.L. 2021-180, Section 38.4(13). Up to 50% of the Cash Match may be comprised of third-party funding and other grant programs, to the extent applicable rules permit, including the County financial match as described in Section 2.3. Expenditures that NCDIT, in its sole discretion, determines are not eligible for funding may not be counted toward the Cash Match. All Cash Match funds shall be used for Eligible Expenditures pursuant to the Payment Schedule as specified in Exhibit F, "Payment Schedule". At all times during the term of this Agreement, Grantee is required to deposit and maintain its portion of the Cash Match, minus any authorized expenditures for progress made on the Project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other GREAT projects awarded to the Grantee. The Grantee must produce documentation verifying account and fund segregation within five (5) business days of request by NCDIT.
2. If the Grantee determines that the actual costs of the Project are less than the Project budget amount, it shall report this determination to Grantors and shall return any surplus funds it has received.
3. The Grantee hereby represents and warrants that all GREAT Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.
4. The Grantee shall not obligate GREAT Award Project funds subsequent to the Termination Date of this Agreement.

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

Section 2.5. Material Changes and Project Changes.

- a. **Material Changes.** A material change is any material alteration in, change to, or reduction of the Project, including without limitation, a change in technology type, reduction in the number of Locations to be served by the Project, reduction in the Project area, change in total Project cost by 10% or more withdrawal of partnership agreements for which the Grantee qualified for partnership points, or the extension of the Construction Period ("**Material Change**"). An amendment to this Agreement is required for a Material Change, and such Material Change shall not take effect unless and until such amendment is executed pursuant to the terms of this Agreement. Prior to implementing a proposed Material Change, the Grantee shall submit the proposal to NCDIT for review and approval. Grantors must review and approve in writing prior to the amendment taking effect. Amendments to this Agreement requested by the Grantee shall only take effect if agreed to in writing by all Parties to this Agreement.
- b. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit B and the EBS ("**Project Change**"). For a request to transfer costs between line items, all of following criteria must be met: (a) the Grantee provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the GREAT Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.
1. There shall be no Project Changes unless expressly approved by NCDIT. Prior to implementing a proposed Project Change, the Grantee shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed project change. Any NCDIT-approved Project Change shall be made in writing by an authorized representative of NCDIT.

NCDIT in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the GREAT Award Project funding may be rescinded by NCDIT if the Project cannot be completed; (3) the GREAT Award funding to the current Grantee may be rescinded by NCDIT and awarded to an alternate Grantee pursuant to the GREAT Statutes; or (4) the Grantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

If the Grantee implements any Project Change without requesting the approval for

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

the Project Change in writing from NCDIT, it will be subject to the clawbacks and remedies set forth in Section 3.4, Article 7 (Termination and Remedies) and Section 8.4 of this Agreement, unless NCDIT (in its sole discretion) expressly waives this requirement of Project Change review in writing.

- c. **Reduction in Scope.** In the event the Grantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, NCDIT may cancel this Agreement pursuant to Article 7 (Termination and Remedies) of this Agreement and N.C.G.S. § 143B-1373(l).
- d. **Changes that Affect Performance.** The Grantee shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.
- e. **Extensions of Time.** Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of NCDIT.
- f. **Budget Changes.** If a Project or Material Change to the Grantee's budget has been requested, all Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Grantee's budget have been made without the prior approval of NCDIT, no Reimbursement shall be made until the process outlined in Section 2.5 has been completed.
- g. **Cost Overrun or Underrun.** In the event of a cost overrun or an increase in the total Project cost, the amount of NCDIT's GREAT Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget that is 10% or more or a cost underrun, the Grantee must notify NCDIT, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

Article 3. Compensation.

Section 3.1. Payment of Funds by NCDIT. NCDIT shall reimburse the Grantee for approved GREAT Award funds in accordance with the Payment Schedule attached hereto as Exhibit F, after receipt of (a) written requests for payment from the Grantee utilizing NCDIT's request form and certification that the conditions for such payment under this Agreement have been met and that the Grantee is entitled to receive the amount requested, and (b) any other documentation that may be required by NCDIT.

Section 3.2. County Contribution. If the County is providing a financial match, the County shall provide the Grantee matching funds for approved Eligible Expenditures in accordance with Exhibit

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

J, which shall be signed by the County and the Grantee. If the County is providing infrastructure, the County shall provide it in accordance with Exhibit K, which shall be signed by the County and the Grantee.

Section 3.3. Availability of Funds. The obligations of Grantors to pay any amounts under this Agreement to the Grantee are contingent upon: the availability and receipt of funds by Grantors, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of funds that Grantors receive is reduced or funds for the Project become unavailable, the Grantee agrees that Grantors have the right to reduce the amount of GREAT Award funds awarded to the Grantee under this Agreement or to terminate this Agreement pursuant to Section 7.6 of this Agreement. Grantors may deny payment for the Grantee's Eligible Expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of the Grantee to comply with the terms and conditions of this Agreement.

Section 3.4. Repayment Requirements and Remedies.

- a. **Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by Grantors is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, then it is responsible for the following repayment or "clawback" payments:
 1. If the Grantee fails to make service available to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to Grantors, as directed, an amount equal to the product of (i) \$ 3738.32 (the amount of funds divided by the number of Locations) and (ii) the number of Locations, minus the number of Locations actually created. If the County contributed a financial match, a pro rata amount per location not served shall be repaid to the County. Interest will be added in accordance with Section 3.4.a.3.
 2. Additionally, in the event that the Grantee fails to maintain its Locations as required under the Maintenance Period, it shall lose credit for any qualifying Location under this Agreement by the same number of Locations that is short. For example, if the Grantee fails to maintain service by three (3) Locations, the number of Locations shall be reduced by three (3). The amount the Grantee must repay shall then be calculated in accordance with Section 3.4.a.1.
 3. NCDIT shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to NCDIT and/or the County according to each Grantors' contribution. All such amounts shall be due immediately upon demand by NCDIT. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

§24-1 for the period beginning upon the demand until paid. Upon default in such payment, Grantors may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Grantors plus all other reasonable expenses incurred by Grantors in exercising any of its rights and remedies upon such default.

- b. **Non-Exclusive Remedy.** The repayment requirements and remedies addressed in this Section are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay all funds received, and in 2 C.F.R. § 200.339. No remedy conferred or reserved by or to the State in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- c. **Improper or Ineligible Payments.** Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the County, the US Department of the Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification of such, from funds other than those provided by Grantors under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Article 4. Financial Accountability and Grant Administration.

Section 4.1. Financial Management. The Grantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (<https://www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf>) and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

Section 4.2. Limitations on Expenditures. Grantors shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Grantors may not reimburse or otherwise compensate the Grantee for any

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

expenditures incurred or services provided prior to the Effective Date except as provided in Section 2.2.e of this Agreement or following the earlier of the expiration or termination of this Agreement.

Section 4.3. Financial and Other Reports. The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to Grantors such reports and back-up data as may be required by the federal government or Grantors, including such reports which enable NCDIT and the County, respectively, to submit their own reports to the U.S. Department of the Treasury, in accordance with the schedule set forth in Exhibit F. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to Grantors following the expiration or termination of this Agreement.

Section 4.4. Cost Principles. Pursuant to 09 N.C.A.C. 03M .0201, all expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR Part 200, Subpart E.

Section 4.5. Audits. The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide Grantors with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

Section 4.6. Closeout. Grantors will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. Grantors will implement close out processes in accordance with 2 CFR 200.344. The Grantee's obligations to Grantors under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Grantors. Such requirements shall include submitting final reports to NCDIT pursuant to Section 2.4.d and providing any closeout-related information requested by NCDIT by the deadlines specified by NCDIT. This provision shall survive the expiration or termination of this Agreement. NCDIT shall provide all closeout documentation and reports to the County.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 4.7. Recovery of Award Funding. In accordance with 09 N.C.A.C. 03M .0802, NCDIT shall take appropriate administrative action to recover from the Grantee all GREAT Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement and in 09 N.C.A.C. 03M; or (4) has inappropriately used GREAT Award funds disbursed in connection with this Agreement.

NCDIT must seek the assistance of the Attorney General in the recovery and return of GREAT Award funds disbursed in connection with this Agreement if legal action is required. NCDIT is required to report to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the Grantee's use of GREAT Award funds disbursed in connection with this Agreement.

The remedies set forth in this Section are in addition to the repayment requirements and other remedies set forth elsewhere in this Agreement.

Article 5. Cooperation in Monitoring and Evaluation.

Section 5.1. NCDIT's Responsibilities.

- a. **Project Monitoring.** NCDIT will have responsibility for the monitoring of this Project, both on behalf of itself and the County, either directly or through contractors. NCDIT will monitor this Project in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.332 and the provisions of 09 N.C.A.C. 03M .0401 to ensure that adequate progress is being made towards achieving the Project milestones described in Section 2.4.c, and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the approved Project Budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions of this Agreement. NCDIT will also monitor whether the Grantee has met all reporting requirements of this Agreement and the Grantee's compliance with all terms of this Agreement. Monitoring will include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. Should the County desire to participate in site visits, it should notify NCDIT and NCDIT will notify the County of any site visits to be performed as part of its monitoring of the Project. The frequency and type of monitoring will depend on the Grantee's risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to the County within 10 business days of their completion, including supporting documentation. NCDIT will provide its monitoring protocol to the County upon request. NCDIT does not assume any responsibility for the County's local, state, or federal reporting requirements.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

- b. **Risk Assessment.** NCDIT shall conduct risk assessments in accordance with 2 C.F.R. § 200.332(b) to determine the appropriate monitoring needs of the Project. NCDIT may reassess this risk at any time during this Agreement in accordance with NCDIT's risk assessment process and federal regulations, including but not limited to 2 C.F.R. § 200.332, 2 C.F.R. § 200.206, and 2 C.F.R. § 200.208. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a Project is Low Risk, Medium Risk, or High Risk and implement or change monitoring and reporting requirements accordingly. NCDIT will share the results of each risk assessment of the Grantee with the County within 10 business days of its completion, and, upon request by the County, any supporting documents related to the risk assessment. The County is not required to conduct a separate risk assessment of the Grantee or Project.
- c. **Compliance Audits.** In connection with disbursing funds to the Grantee, NCDIT will be subject to periodic audits by the Office of State Budget and Management, the Office of the State Auditor, or NCDIT's internal auditor to ensure compliance with the provisions of 09 N.C.A.C. 03M and may be required to provide documentation in connection with that audit. NCDIT shall develop a compliance supplement report that describes the standards of compliance and audit procedures to give direction to independent auditors, which NCDIT will provide to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.

Section 5.2. Grantee's Responsibilities.

- a. **Compliance with 09 N.C.A.C. 03M.** The Grantee acknowledges and agrees that as a condition of receiving the award pursuant to this Agreement, the Grantee will comply with the provisions of 09 N.C.A.C. 03M.
- b. **Use of Funds.** In accordance with 09 N.C.A.C. 03M .0202, the Grantee will ensure that any funds received under this Agreement are utilized for their intended purpose and shall expend those funds in compliance with requirements established by 09 N.C.A.C. 03M and this Agreement.
- c. **Cooperation in Monitoring.** The Grantee hereby agrees to cooperate fully and in a timely fashion with NCDIT's monitoring of the Project and waives any objection to NCDIT's determination of the Project's risk level or monitoring needs.
- d. **Reporting Compliance.** The Grantee further agrees that it will: (1) provide the information required by NCDIT for NCDIT to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of GREAT Award funds and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients (a) comply with all reporting requirements established by 09 N.C.A.C. 03M and this Agreement and (b) report to NCDIT.

Section 5.3. N.C. Administrative Code Reporting and Audit Requirements. Per 09 N.C.A.C. 03M .0205, the following three reporting levels are established for Grantees who have received an award from NCDIT pursuant to this Agreement:

Level I – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

Level II - A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.

Level III – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

- a. **Required Reporting.** In addition to the Project progress reports set out in Section 2.4, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement:
 1. All Grantees shall provide:
 - (a) A certification that GREAT Award funds received or, held was used for the purposes for which it was awarded; and
 - (b) An accounting of all GREAT Award funds received, held, used, or expended.
 2. Grantees that fall into Levels II and III in Section 5.3 shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
 3. As set out in Section 4.5, Grantees that fall into Level III in Section 5.3 shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- b. **Filing of Reports.** Grantees shall file all reports with NCDIT in the format and method provided by NCDIT no later than three (3) months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to NCDIT no later than nine (9) months after the end of the

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Grantee's fiscal year.

- c. **Copies Acceptable.** Notwithstanding the foregoing provisions, a Grantee may satisfy the reporting requirements of Section 5.3.b. by submitting a copy of the report required under federal law with respect to the same funds.
- d. **Other Reports.** The Grantee shall provide NCDIT with any other reports as required by State or federal law.

Section 5.4. Interventions. If NCDIT determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include: withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. NCDIT will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

Section 5.5. Access to Persons and Records. Pursuant to N.C.G.S. § 147-64.7, Grantors, the Office of State Budget and Management, the State Auditor, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this Section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Grantors, the North Carolina State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by Grantors if such requirement is imposed by federal or state law or regulation.

Section 5.6. Personnel. The Grantee represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of NCDIT or the County. The Grantee shall identify all personnel who will be involved in performing the scope of services of this Agreement and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("Key Personnel"). Such Key Personnel shall be fully qualified and shall be authorized

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

under state and local law to perform such services. Changes to Key Personnel do not constitute a Material Change under Section 2.5.a of this Agreement; however, the Grantee shall notify NCDIT of any changes to Key Personnel within thirty (30) days of the change in accordance with Section 8.13.

Article 6. Compliance with Agreement and Applicable Laws.

Section 6.1. General Compliance. The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the award agreement between the State of North Carolina and the U.S. Department of the Treasury, the award agreement between the County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While Grantors may assist the Grantee in complying with all applicable requirements, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

Section 6.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the GREAT grant, including, but not limited to, the following:

Authorizing Statute. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

Other Regulations, Statutes and Rules. Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200); the GREAT Statutes at N.C.G.S. 143B-1373, and as amended by S.L. 2021-180, Section 38.4, and any subsequent amendments and technical changes; 09 N.C. Admin. Code. 03M; and all applicable laws of the State of North Carolina.

Section 6.3. Federal Grant Administration Requirements. The Grantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit

¹ [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how the Grantee must administer the award and how NCDIT must oversee the Grantee.

Section 6.4. Property. Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement.

Section 6.5. Universal Identifier and System for Award Management (SAM). The Grantee shall provide and/or obtain and provide to NCDIT, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section 6.6. Federal Funding Accountability and Transparency Act of 2006. The Grantee shall provide Grantors with all information requested by Grantors to enable Grantors to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

Section 6.7. Licenses, Certifications, Permits, Accreditation. The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantors proof of any licensure, certification, permit or accreditation upon request.

Section 6.8. Clean Air Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Grantee agrees to report each violation to NCDIT and understands and agrees that Grantors will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

Section 6.9. Federal Water Pollution Control Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to Grantors and understands and agrees that Grantors will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 6.10. Debarment and Suspension. Due to its receipt of ARPA funds, Grantors are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to \$25,000.

- a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Grantors shall not make any payments of federal financial assistance to the Grantee, and (3) Grantors shall have no obligations to the Grantee under this Agreement.
- b. **Compliance with 2. C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier² covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Grantors, and all liability arising from an erroneous representation shall be borne solely by the Grantee.
- c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Grantors, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- d. **Subcontractor Certification.** The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (<https://ncadmin.nc.gov/documents/nc-debarred-vendors>), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify Grantors immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

² "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 6.11. Byrd Anti-Lobbying Amendment. The Grantee shall comply with the restrictions on lobbying in 31 CFR Part 21.

The Grantee certifies to Grantors, and the Grantee shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Grantee shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Grantors, which will, in turn, forward the certification(s) to the federal awarding agency. The Grantee shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Grantors have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

If this Agreement exceeds \$100,000, the Grantee also must file with Grantors the certification in Exhibit G, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any subcontractor with a subcontract (at any Tier) exceeding \$100,000 must also file with the Tier above it the certification in Exhibit G.

Section 6.12. Wages and Labor Standards for Projects over \$10 Million. In its reporting guidance, the U.S. Department of Treasury has indicated that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. In accordance with the SLFRF Reporting and Compliance Guidance, for Projects with a total cost of over ten million dollars (\$10,000,000) (based on expected total cost):

- a. **Prevailing Wages Certification.** A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

- The number of employees of contractors and sub-contractors working on the project;
 - The number of employees on the project hired directly and hired through a third party;
 - The wages and benefits of workers on the project by classification; and
 - Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.
- b. **Project Labor Certification.** A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the project has completed a project labor agreement.
- c. **Local Hire Prioritization.** Whether the project prioritizes local hires.
- d. **Community Benefit Agreement.** Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Section 6.13. Copeland Anti-Kickback Act. In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Grantee understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Grantors shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 6.14. Contract Work Hours and Safety Standard Act. Contracts awarded by Grantors in excess of one-hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Grantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Grantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Section 6.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216.

Section 6.16. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

Section 6.17. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C. § 4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a subcontractor or subgrantee.

Section 6.18. Equal Opportunity & Other Requirements. The Grantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Grantee acknowledges that Grantors are bound by and agrees, to the extent applicable to the Grantee, to

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of ARPA funds:

- a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** The Grantee and any subcontractor, or the successor, transferee, or assignee of the Grantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.
- b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. **Fair Housing Laws.** The Grantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Section 6.19. Affordable Connectivity Program. The Grantee must participate in the Federal Communications Commission Affordable Connectivity Program ("ACP"), or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

Section 6.20. Use of Name. Neither party to this Agreement shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

approval of an authorized representative of that Party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

Section 6.21. Solicitation of Small Businesses and Historically Underutilized Businesses. If the Grantee intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Section 6.22. Conflicts of Interest; Gifts and Favors

- a. **Disclosure of Potential Conflicts.** The Grantee understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract; (2) the County may use ARPA funds to contribute to the payment of this Contract; and (3) the expenditure of ARPA funds is governed by the Conflict of Interest Policies of NCDIT, and if applicable, the County, the federal requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Grantee must disclose in writing to Grantors any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- b. **Conflict Certification.** The Grantee certifies to Grantors that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Grantors involved in the selection, award, or administration of this Agreement (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including the Grantee) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Grantee. Should the Grantee obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

- c. **Value Certification.** The Grantee certifies to Grantors that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Grantors. Should the Grantee obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.
- d. **Conflict of Interest Policy.** – Pursuant to N.C. Gen. Stat. § 143C-6-23(b), every Grantee shall file with NCDIT a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed **before** the disbursing State agency may disburse the grant funds.

Section 6.23. Miscellaneous Provisions and Conditions.

- a. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Grantors encourage the Grantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- b. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Grantors encourage the Grantee to adopt and enforce policies that ban text messaging while driving.
- c. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- d. **Publications.** Any publications related to the Project must be paid for independently by the Grantee (i.e., not with GREAT Award funds) and must display the following language: "This project [is being][was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury."
- e. **Federal Seals, Logos, and Flags.** The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Article 7. Termination and Remedies.

Section 7.1. Termination by Grantors for Default. If the Grantee fails to fulfill in a timely and proper manner its obligations required under this Agreement or violates or fails to comply with any of the covenants or stipulations under this Agreement or any applicable laws, rules, and regulations, and such default is not cured within sixty (60) calendar days of the receipt of written notice of such default, then NCDIT and/or the County shall have the right to terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement at least ten (10) calendar days in advance of the Termination Date. Any termination notice under this Section shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) Grantors shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization and shall return all funds received to NCDIT upon demand. 2 C.F.R. § 200, app. II(B).

Section 7.2. Immediate Termination by Grantors. NCDIT and/or the County may terminate this Agreement immediately upon discovery of the Grantee's commission of fraud of GREAT Award funds.

Section 7.3. Termination by Mutual Consent. In accordance with 09 N.C.A.C. 3M.0703(11), this Agreement may be terminated at any time upon the mutual consent of the Parties upon sixty (60) days prior written notice to the other Parties.

Section 7.4. Termination Procedures. All notices of termination shall be given in accordance with the notice provisions in Section 8.13 of this Agreement. If this Agreement is terminated under this Article 7, the Grantee may not incur new obligations for the terminated portion of this Agreement after the Grantee has received the notification of termination. The Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grantee shall not be relieved of liability to Grantors because of any breach of Agreement by the Grantee. The Grantors may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due NCDIT and/or the County from the Grantee is determined. Neither the County nor NCDIT shall commence termination procedures or legal action against the Grantee for violations related to the performance of this Agreement without providing notice to the other.

Section 7.5. Sanctions for Noncompliance. As the entity responsible for handling monitoring of the Project and this Agreement, NCDIT is required to ensure that the Grantee complies with the applicable provisions of 09 N.C.A.C. 03M. Pursuant to 09 N.C.A.C. 03M .0401, upon NCDIT's determination that the Grantee is noncompliant with 09 N.C.A.C. 03M and/or the terms of this Agreement, NCDIT shall take all appropriate action in accordance with 09 N.C.A.C. 03M .0800

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

as follows:

- a. **Grantee Noncompliance.** When the Grantee does not comply with the requirements of 09 N.C.A.C. 03M, NCDIT shall: (1) communicate the requirements to the Grantee; (2) require a response from the Grantee upon a determination of noncompliance; (3) suspend payments to the Grantee until the Grantee comes in compliance.
- b. **Misuse of Funds.** When NCDIT discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments until the matter has been fully investigated and corrective action has been taken; (2) terminating this Agreement and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) reporting possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with N.C.G.S. § 143B-920.
- c. **Notice Period.** Upon determination of noncompliance with requirements of this Agreement that are not indicative of management deficiencies or criminal activity, NCDIT shall give the Grantee sixty (60) days written notice to take corrective action. If the Grantee has not taken the appropriate corrective action after the 60-day period, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments pending negotiation of a plan of corrective action; (2) terminating the contract and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) offsetting future payments with any amounts improperly spent.

Section 7.6. Termination due to Unavailability of Funds. If funds for the Project become unavailable for any reason, including without limitation, a change in the State or federal laws, NCDIT and/or the County shall have the right to terminate this Agreement after giving the Grantee written notice of termination of this Agreement at least twenty (20) calendar days in advance of the Termination Date. The notice of termination shall contain the effective Termination Date of this Agreement. Upon notice, the Grantee shall not expend any GREAT Award funds without NCDIT's express written authorization. Upon termination of this Agreement, neither NCDIT nor the County shall have any responsibility to make additional payments to the Grantee.

Article 8. General Conditions.

Section 8.1. Representations and Warranties.

- a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.

b. Grantee's Representations and Warranties. The Grantee hereby represents and warrants that:

- i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement and this Agreement may be terminated by Grantors effective upon notice.
- ii. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide NCDIT with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
- iii. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement.

Section 8.2. Indemnification. The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, NCDIT) and the County, and their respective members,

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

officers, directors, employees, agents and attorneys (together, the “**Indemnified Parties**”), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys’ fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

Section 8.3. Insurance. The Grantee must provide the equivalent insurance coverage for real property and equipment acquired or improved with this award as provided to property owned by the Grantee. In addition, the Grantee, must, at a minimum, provide and maintain during the term of this Agreement insurance coverage that meets the following coverage and limit requirements:

- a. **Small Purchases Requirements.** For Small Purchases as defined under 01 N.C.A.C. 05A .0112(35) and 05B .0301(1), the minimum applicable insurance requirements for Worker’s Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
- b. **Requirements for Contracts Between Small Purchase and \$1,000,000.00.** For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
 1. **Worker’s Compensation -** The Grantee shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$250,000.00, covering all of Grantee’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/underinsured motorist; and \$2,500.00 medical payment.
- c. **Requirements for Contracts in Excess of \$1,000,000.00.** For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:
1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be 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 the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 2. 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 costs shall be in excess of the limit of liability.
 3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/underinsured motorist; and \$5,000.00 medical payment.

The Grantee's insurance coverage shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply 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 Agreement. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within ten (10) calendar days of the receipt of written notice of such default, then Grantors may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

The insurer must provide NCDIT with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Grantee must provide NCDIT prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Grantee fails to provide such notice, the Grantee assumes sole responsibility for all losses incurred by Grantors for which insurance would have provided coverage.

Section 8.4. Cessation, Bankruptcy, Dissolution, or Insolvency.

- a. **Merger, Consolidation, or Sale.** The Grantee agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Grantee contained in this Agreement, subject to the prior written consent of Grantors if such action constitutes an assignment of the Grantee's obligations under this Agreement. If the Grantee so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees under Section 3.4, Article 7, and this Section of this Agreement to make that payment due under this Agreement to Grantors, upon request and as directed. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under this Agreement, and Grantors may terminate this Agreement upon written notice to the Grantee and hold the Grantee liable for any such payment provided for under Section 3.4, Article 7, and this Section of this Agreement.
- b. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this Section, if the Grantee ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Grantee shall give Grantors immediate notice of the event, and shall pay the amount provided under Section 3.4, Article 7, and this Section of this Agreement to Grantors, upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law.
- c. **Remedies on Failure to Provide Notice.** If the Grantee fails to provide Grantors notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material breach under this Agreement. If there is such a cessation or such a proceeding, Grantors may terminate this Agreement upon written notice to the Grantee pursuant to Section 7.1. Upon such termination, the Grantee shall pay the applicable clawback amount to Grantors upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

Section 8.5. Binding Effect. The Terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

Section 8.6. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among the Parties with regard to the Project and expresses the Parties' entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to the provisions set forth in Section 2.5.

Section 8.7. Titles and Headings. Titles and Headings in this Contract are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

Section 8.8. Severability. Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

Section 8.9. Independent Status of the State, the County, the Grantee, and Any Third Parties.

- a. **Independent Entities.** The State (including, without limitation, NCDIT), the County, and the Grantee are independent entities from one another and from any third party. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State, the County and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or the County or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State or the County. Neither the Grantee nor any third party shall have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Grantee have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that it has such ability.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

- b. **Grantees Responsibility for Expense and Insurance.** The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, NCDIT) nor the County shall be liable for the payment of any obligations incurred in the performance of the Project.

Section 8.10. Non-Assignability. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of Grantors. Claims for money due to the Grantee from Grantors under this Agreement may be assigned to any commercial bank or other financial institution with Grantors' prior written approval. To the extent that Grantors provide written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 09 N.C.A.C. 03M. Unless Grantors otherwise agree in writing, the Grantee and all assigns are subject to all Grantors' defenses and are liable for all the Grantee's duties that arise from this Agreement and all Grantors' claims that arise from this Agreement.

Section 8.11. Subcontracting. The Grantee shall provide, upon request by Grantors, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 09 N.C.A.C. 03M, and shall provide information in their possession that is needed by the Grantee to comply with these standards. NCDIT is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State and the County are intended third-party beneficiaries of the contract; that the subcontractor has no agreement with the State or the County; and that the State and the County shall be indemnified by the Grantee for any claim presented by the subcontractor. Notwithstanding any other term herein, the Grantee shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 8.12. No Waiver by the State or the County. Failure of the State (including, without limitation, NCDIT) and/or the County at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State or the County of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State or the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.13. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows:

If to NCDIT via US mail:

Attn:

**Director, Broadband Infrastructure
Office**

North Carolina Department of
Information Technology
NC Broadband Infrastructure Office
P.O. Box 17209
Raleigh, North Carolina 27619-7209

Cc:

Creecy Johnson, Legal Counsel

North Carolina Department of
Information Technology
NC Broadband Infrastructure Office
P.O. Box 17209
Raleigh, North Carolina 27619-7209

If to NCDIT via Email

greatgrant@nc.gov

creecy.johnson@nc.gov

If to the County via US mail:

Attn:

Frankie Waters

Chairman of the Board of
Commissioners

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Beaufort County
121 West 3rd Street
Washington, NC 27889

If to County via Email

Frankie.Waters@beaufortcountync.gov

If to the Grantee via US Mail

Pamela Sherwood
Authorized Representative
Connect Holding II LLC
PO Box 1330
Fayetteville, NC 28302-1330

If to the Grantee via Email:

Pamela.sherwood@brightspeed.com

If, at any time during the term of this Agreement, the Grantee's Authorized Representative changes from the individual identified in this Agreement, the Grantee must provide written notice of such change to Grantors pursuant to this Section within ten (10) calendar days of any such change.

Section 8.14. Public Records Act Compliance and Confidentiality. The Grantee may designate appropriate portions of documents or information provided to NCDIT as confidential, consistent with and only to the extent permitted under N.C. Gen. Stat. § 132-1, et seq. or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: "CONFIDENTIAL". By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked "CONFIDENTIAL" meet the requirements of the applicable law. NCDIT may serve as custodian of Grantee's confidential information and not as arbiter of claims against its assertion of confidentiality. In the event that NCDIT is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, NCDIT shall forward written notification thereof to the Grantee, along with the subpoena or other request. NCDIT shall not, pursuant to the subpoena or other request, produce documents or information designated by the Grantee as confidential information without Grantee's written consent or unless ordered to do so by a court of competent jurisdiction.

Section 8.15. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

Section 8.16. Waiver of Objections to Timeliness of Legal Action. The Grantee knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, NCDIT) and/or the County to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

Section 8.17. Force Majeure. Except as provided for herein, no Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, flood, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic natural event or act of God.

Section 8.18. Construction, Jurisdiction and Venue. This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, 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, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Section 8.19. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

Section 8.20. Acceptance. If the Grantee and the County agree to the conditions as stated, please execute this Agreement via AdobeSign. This Agreement may be withdrawn if NCDIT has not received the executed Agreement within thirty (30) days from the date of the cover letter from NCDIT to the Grantee and the County accompanying this Agreement and Grantee Exhibits.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

Connect Holding II LLC

Signature: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Agreement # 2000066879

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Printed Name:

Title:

Date:

Beaufort County

Signature:

Printed Name:

Title:

Date:

North Carolina Department of Information Technology

Signature:

Printed Name:

_____ Nathaniel Denny

Title:

_____ Deputy Secretary for the Division of Broadband and Digital Equity

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Agreement # 2000066879

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

NC Department of Information Technology

Date:

Exhibit A
NCDIT Disclosures

2 C.F.R. 200.332 Required Disclosures	
Disclosure	Contract Location
(1) Federal award identification.	
Subrecipient name	Section 1.1
Subrecipient's unique entity identifier;	Cover letter; Exhibit B
Federal Award Identification Number (FAIN);	Section 1.4
Federal Award Date of award to the recipient by the Federal agency;	Cover letter;
Subaward Period of Performance Start and End Date;	Sections 1.7 – 1.9
Subaward Budget Period Start and End Date;	Section 2.1; Exhibit B
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Section 2.2.a.; Exhibit B
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;	Section 1.4; Exhibit B
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Section 1.4; Exhibit B
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Section 1.3
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Sections 1.1; 8.13
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	Section 1.4
Identification of whether the award is R&D; and	No
Indirect cost rate for the Federal award per § 200.414.	Not Applicable
(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;	Section 1.3
(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Sections 2.3/2.4; 5.5; 6.6
(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient;	N/A
(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and	Section 5.5

Exhibit A
NCDIT Disclosures

(6) Appropriate terms and conditions concerning closeout of the subaward.	Sections 4.6; 7.4
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09 NCAC 03M .0703 Required Contract Provisions	
Provision	Contract Location
(1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;	Section 1.3
(2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.	Section 1.4
(3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.	Cover Letter; Agreement Header
(4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.	Section 2.3/2.4
(5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.	Sections 1.1; 8.13
(6) Signatures binding all parties to the terms of the contract.	Section 8.19
(7) Duration of the contract, including the effective and termination dates.	Section 1.7
(8) Amount of the contract and schedule of payment(s).	Section 2.2; Exhibit F
(9) Particular duties of the recipient.	Section 2.3/2.4
(10) Required reports and reporting deadlines.	Exhibit D
(11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.	Section 7.3
(12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.	Sections 2.2; 2.4
(13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.	Sections 2.3/2.4; 2.5; 3.4
(14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.	Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5
(15) A clause addressing assignability and subcontracting, including the following:	

Exhibit A
NCDIT Disclosures

(a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.	Section 8.11
(b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.	Article 6; Section 8.11

Public Records Statement

Pursuant to N.C. General Statutes, Chapter 132, public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

Policies

All policies of NCDIT will be made available upon request.

Exhibit B Scope of Services

Grantee, Connect Holding II, LLC, Application # 1000013847 (Beaufort County), will carry out the terms of this contract as follows:

1. Scope of the Project

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements	\$18,902.00	\$6,098.00	\$25,000.00
Materials	\$1,127,637.40	\$363,807.00	\$1,491,444.40
Construction/Installation	\$2,758,742.40	\$890,045.00	\$3,648,787.40
Testing	\$3,780.20	\$1,220.00	\$5,000.20
Engineering			
Lease/Collocation Fees (one-time fees)			
Other – Permitting/Right-of-Way Costs	\$90,938.00	\$29,339.00	\$120,277.00
Other			
Other			
Total	\$4,000,000.00	\$1,290,509.00	\$5,290,509.00
Match Percentage	85%	15%	100%

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

Exhibit B
Scope of Services

4. Locations

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

Households:	1,002
Businesses:	68
Total Locations:	1,070

Exhibit C Project Milestones

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
- Initial status of the engineering and design of the project - Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q1 Progress Report
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q2 Progress Report
Minimum of at least one Reimbursement Request has been submitted	Submission of Reimbursement Request by September 30, 2023
- Evidence of the start of construction - Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q4 Progress Report
Minimum of two cumulative Reimbursement Requests have been submitted	Submission of Reimbursement Request by June 30, 2024
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment - Access is available to 10% of the locations with submission of addresses in the format designated by the Office	Reported in Q6 Progress Report
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q7 Progress Report
- Completion of the Construction Period - Access is available to 100% of the locations with submission of addresses in the format designated by the Office. - Beginning of Maintenance Period	Reported in Q8 Final Report for End of Construction Period
All reimbursement requests have been submitted	Final submission of Reimbursement Request by March 31, 2025
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y1 Annual Report
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y2 Annual Report
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y3 Annual Report

Exhibit D
Reporting Schedule for Progress Reports

The Grantee is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Effective Date to June 30, 2023	7/15/23	Q1 Progress Report
July 1, 2023 to September 30, 2023	10/15/23	Q2 Progress Report
October 1, 2023 to December 31, 2023	1/15/24	Q3 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q4 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q5 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q6 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q7 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q8 Final Report Form for End of Construction Period
April 1, 2025 to March 31, 2026	4/15/26	Y1 Annual Progress Report (Maintenance Period)
April 1, 2026 to March 31, 2027	4/15/27	Y2 Annual Progress Report (Maintenance Period)
April 1, 2027 to March 31, 2028	4/31/28	Y3 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

Exhibit D
Reporting Schedule for Progress Reports

No Overdue Tax Certification Reporting Period and Due Date

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

Reporting Period	Due Date
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.



Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\)](#) | ncbroadband.gov)

GREAT GRANT PROGRAM

Progress Report Form
for the Construction Period

GRANTEE INFORMATION (to be completed by Grantee)

Grantee Name: _____

Project Contact Completing this Form: _____ Title: _____

Primary Telephone: _____ Email: _____

Reporting Period

From: _____
(date)

To: _____
(date)

Contract Information

Grant Agreement#: _____

Project Title: _____

Project County: _____

Technology Type: _____

UPLOAD PROGRESS REPORTS TO EBS.NC.GOV

DOWNLOAD - HOW TO SUBMIT PROGRESS REPORTS

PROJECT UPDATES

Please provide progress a description of accomplishments achieved and problems or delay encountered during this reporting period on the categories below.

Design/Engineering:

Provide a *rough* estimate of how much of the design/engineering work has been completed for the total project (including all project areas). (Please check one.) Provide any updates or challenges with the design/engineering work for this project.

- ☐ Less than 25% complete
- ☐ 25-75% complete
- ☐ 75-99.9% complete
- ☐ 100% complete

Securing Assets:

Provide any updates on securing the following relevant items: rights-of-way; easements; other land; access to poles and completion of make-ready work; access to towers. Provide any challenges that may significantly impact your project design. For WISPs, please list the actual macro towers being utilized and whether leases have been secured.

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\) | ncbroadband.gov](https://ncbroadband.gov))

Materials/Supplies:

Provide any updates on materials/supplies being purchased for the project. Provide any anticipated significant challenges or delays these purchases will have on the project.

Staffing/Contractors:

Provide any updates with staffing/labor for the project. Provide any challenges or changes to staffing/labor since the previous reporting period. Provide whether design/engineering and construction labor is primarily in-house or contractors.

Design/Engineering:

- ☐ In-House Staff
- ☐ Contractors
- ☐ Both

Please list names of primary contractors.

Construction/Installation:

- ☐ In-House Staff
- ☐ Contractors
- ☐ Both

Please list names of primary contractors.

Milestones:

Provide the status of any remaining milestone requirements listed in Exhibit C of the Grant Agreement for this reporting period.

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\)](#) | ncbroadband.gov)

Project Expenditures

Provide the total expenditures for all eligible expenditures as defined in Section 2.2.c. of the Grant Agreement for the reporting period and cumulative to date. Provide any justifications for expenditures or cost overruns, as applicable. Attach financial documentation as needed to this report.

Project Expenses	Total Expenditures (Reporting Period)	Total Expenditures (Cumulative – To Date)
Easements		
Materials		
Construction/Installation		
Testing		
Engineering		
Lease/Collocation Fees (one-time fees)		
Other (Specify)		
Justification:		

Provision of Service:

Is service available yet to any GREAT locations (potential subscribers) within this project?

- ☐ Yes
- ☐ No

If yes, please provide estimated numbers below:

	Estimated number of locations
GREAT Households with broadband available:	
GREAT Businesses with broadband available:	
GREAT Ag Operations with broadband available:	
GREAT Community Anchor Institutions with access	

GRANTEES ARE REQUIRED TO REPORT ONLY ON GREAT GRANT LOCATIONS. DO NOT SUBMIT ADDITIONAL LOCATIONS OUTSIDE OF THE CONTRACTED GREAT GRANT AGREEMENT. IF ADDITIONAL LOCATIONS ARE INCLUDED THE REPORT WILL BE RETURNED TO THE GRANTEE.

Completion of Construction Period of project:

Broadband access is considered available if service can be provided to the GREAT location(s) immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees. Grantees who have completed the Construction Period of the project will be provided the Final Report Form for completion. Upon verification of the Final Report by NCDIT, Grantees will move to the Maintenance Period of the GREAT Grant.

If you have completed the entire Construction Period of this GREAT grant, and made service available to all required GREAT locations, please indicate below:

- ☐ Yes (all construction has been completed and service availability to all locations is complete.)



NORTH CAROLINA
DEPARTMENT OF
INFORMATION
TECHNOLOGY

Exhibit E

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\)](#) | [ncbroadband.gov](#))

Broadband Provider (ISP) Certification and Attestation

The undersigned representative of the Grantee certifies that the information in this progress report is true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1. as Authorized Representative, the signatory has been authorized to file this progress report;
2. that the Grantee has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
3. that the Grantee certifies the financial and organizational strength regarding the ability to successfully meet the terms of the grant requirements and the ability to meet the potential for repayment of grant funds; and
4. attests that the project area described in Exhibit B of the Grant Agreement is eligible.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Date

TYPED NAME AND TITLE

Exhibit F

Payment Process

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

Prior to disbursement of the first Reimbursement Request, the Grantee shall submit a copy of its Conflict of Interest Policy.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
 - date of invoice,
 - invoice #,
 - description of service or item, and
 - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
 - mapping information,
 - verification of broadband service to the committed locations, and
 - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and

Exhibit F
Payment Process

3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

Exhibit G
31 C.F.R. PART 21 – Certification Regarding Lobbying

Grantee certifies to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.
3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative

Print Name

Date



GREAT GRANT PROGRAM (FEDERAL)

Growing Rural Economies with Access to Technology Program

Purpose: The purpose of this document is for the awardee to identify and determine the responsibilities of a representative from the company with regards to administering the GREAT Grant Project. This document will establish the appropriate contacts from the awardee, assign responsibility and delegate authority to appropriate staff to ensure compliance with the executed grant agreement.

The Grantee's Project Contacts table can be edited, and additional rows may be added, as needed, by the user. **Please include a copy of a letter on company letterhead by the principal or legal counsel certifying the roles of the representatives listed in the table.**

Definitions

Awardee Name: Legal name of the awardee as indicated in the submitted application

Application #: The application number assigned by the Enterprise Business Service (EBS) online application portal at the time of application submission. You may also reference the application # in the award letter.

Unique Entity Identifier (UEI): Awardees must have an active Unique Entity Identifier. This is required due to the use of federal funds per [2 CFR 200.206 \(link\)](#). At the time of application, the identifier was referred to as the System Award Management (SAM) ID and used the DUNS number as part of the registration process. The SAM.gov transitioned from using DUNS numbers to the UEI on April 4, 2022. If your organization does not have a UEI, please register or update your information at this link: [SAM.gov | Home](#).

Principal: The person that has the authority to enter a legally binding contract with the State of North Carolina.

Legal Counsel: The person that serves as legal counsel on behalf of the company and will review the grant agreement from the NC Department of Information Technology.

Fiscal Representative: The person that will submit claims for reimbursement.

Authorized Representative: The person that is responsible for certifying and submitting progress report documentation.

Construction Manager and/or Engineer: The person that is responsible for questions about the construction of broadband infrastructure.

Authorized User(s) for the EBS on-line portal: The person that has access to the Enterprise Business Services (EBS) on-line portal. Please ensure that the authorized user has a valid



NORTH CAROLINA
DEPARTMENT OF
INFORMATION
TECHNOLOGY

Exhibit H
Key Personnel of the Grantee

[NCID username and password \(register here\)](#). In addition, ensure that the user has received authorization to access the [EBS \(register here\)](#).

Awardee Name: Connect Holding II LLC dba Brightspeed

Application #: 1000013847

Unique Identify Identifier (as registered with SAM.gov) JWYXB1U3ML3

Tax Identification #: 87-3811759

Awardee Fiscal Year End Date: December 31

Responsibility	Full Name, Title	Contact Information Business Name Mailing Address Email Address and Phone
Principal	Pamela Sherwood, Senior Broadband Counsel	Connect Holding II LLC d/b/a Brightspeed PO Box 1330 Fayetteville NC 28302-1330 Pamela.sherwood@brightspeed.com 704-314-2249
Legal Counsel	Pamela Sherwood, Senior Broadband Counsel	Pamela.sherwood@brightspeed.com 704-314-2249
Fiscal Representative	Rich Starr, Dir, Treasury and Cash Management	richard.starr@brightspeed.com 704-8064152
Authorized Representative	Tucker Hickey Sr Mgr, Broadband Infrastructure	Tucker.hickey@brightspeed.com 704-314-2374
Construction Manager and/or Engineer	Darin Wilder Sr Mgr, Local Network Implementation	Darin.wilder@brightspeed.com 980-376-1374
Authorized User(s) for the Enterprise Business Services (EBS) on-line portal	Pamela Sherwood, Senior Broadband Counsel	Pamela.sherwood@brightspeed.com 704-314-2249

Key Personnel of the Grantee

Reserved for other representatives	Heather Lee Mgr, Broadband Compliance	Heather.lee@brightspeed.com 704-314-2357
Reserved for other representatives		

Exhibit I Mapping Files

The Grantee must make broadband service available to all households and businesses approved for this project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The data file listing the locations submitted by Grantee and approved by NCDIT for this Project is considered a part of this Grant Agreement and is incorporated into the Agreement by reference. A copy of this data file listing these final locations, as previously agreed upon by the Parties, is being provided to the Grantee as a csv file in a separate email with the following naming structure: (Application number_AWARD_LOCATIONS.csv). The approved and required locations are outlined in the data file, which includes addresses and coordinates from the AddressNC statewide address dataset. The full address field contains the complete address provided by the local county addressing authority. Also provided for each location are decimal degrees coordinates, state plane latitude and longitude, US National Grid Coordinates, and Google Plus Codes that can be used to map the locations in a variety of mapping platforms.

A map of the locations is also included in this Exhibit.

APPLICATION: 1000013847

APPLICANT: Connect Holding II LLC

AWARD COUNTY: BEAUFORT

● **Awarded Locations (1070)**

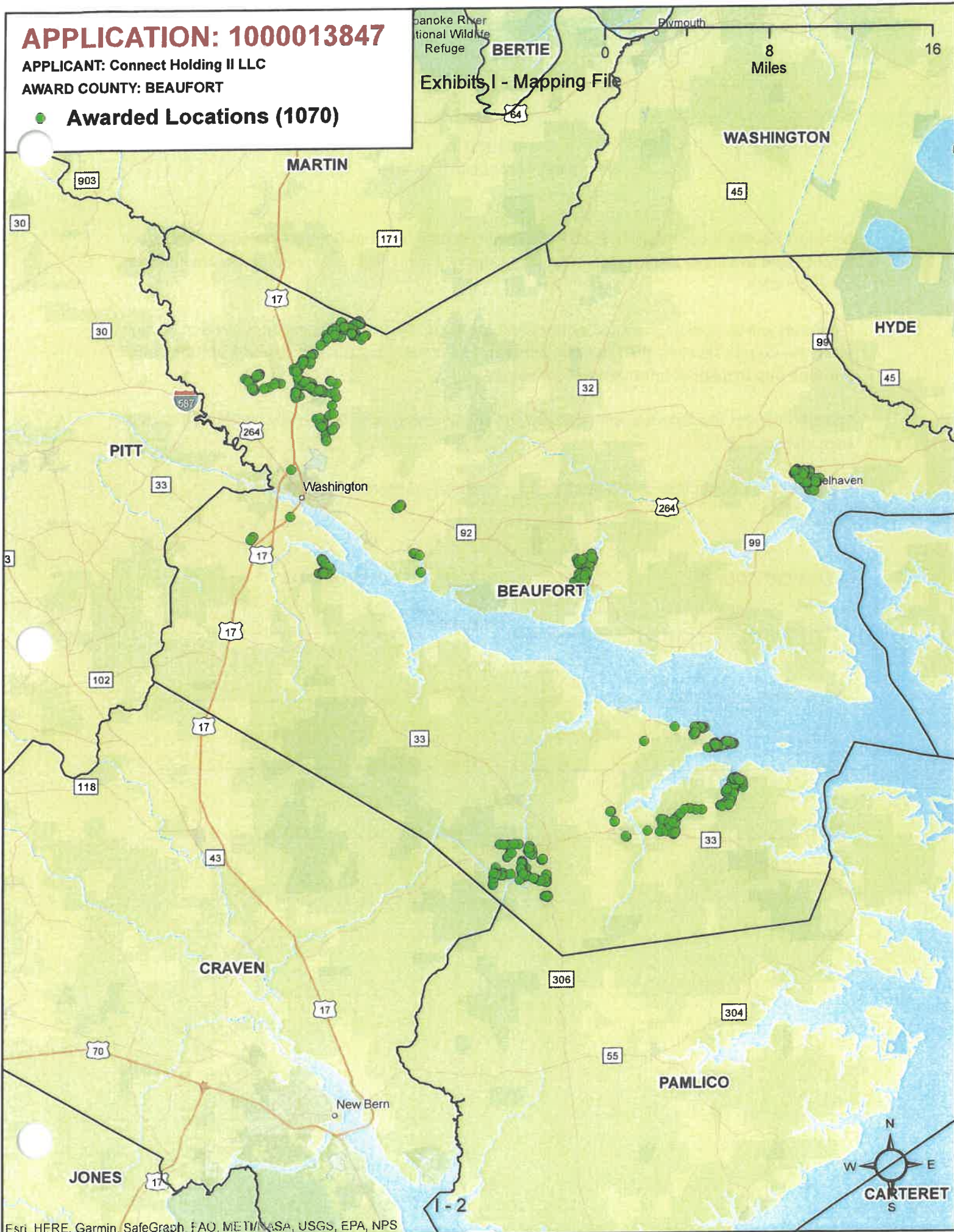


**EXHIBIT J
COUNTY MATCHING FUNDS**

Beaufort County is contributing \$500,000.00 in matching funds to Connect Holding II, LLC d/b/a Brightspeed as part of this Project. Beaufort County is using ARPA Revenue Replacement funds for this match.

The funds will be paid by check to Connect Holding II, LLC d/b/a Brightspeed in full within 30 days after the County receives the final progress report for the Construction Period from the North Carolina Department of Information Technology.

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

BEAUFORT COUNTY

CONNECT HOLDING II, LLC

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

BEAUFORT COUNTY BOARD OF COMMISSIONERS

COUNTY RESOLUTION # 2022-04-26-02

A RESOLUTION TO PARTNER WITH BRIGHTSPEED TO PROVIDE CERTAIN COUNTY FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 TO FUND THE CONSTRUCTION OF BROADBAND INFRASTRUCTURE IN CERTAIN AREAS OF BEAUFORT COUNTY

WHEREAS, Broadband service is vital to the economic development of Beaufort County; and

WHEREAS, The American Rescue Plan Act ("ARPA") provided funding to Beaufort County, which can be used to promote broadband services; and

WHEREAS, Beaufort County has authorized a total ARPA contribution not to exceed \$4,000,000 for promotion of broadband services for any and all potential broadband partnerships; and,

WHEREAS, Brightspeed is a retail provider of communications services including the provision of broadband services to portions of Beaufort County; and

WHEREAS, Brightspeed intends to apply for a grant under the North Carolina Growing Rural Economies with Access to Technology (GREAT) grant program to provide broadband services to identified unserved areas of Beaufort County; and,

WHEREAS, Beaufort County strongly supports the grant application of Brightspeed; and

WHEREAS, if Brightspeed is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Beaufort County project, then Beaufort County will contribute a portion of its ARPA funds, up to \$500,000, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by Brightspeed.

NOW THEREFORE BE IT RESOLVED by the Beaufort County Board of Commissioners that:

1. Beaufort County offers a partnership agreement to Brightspeed for the expressed purpose of supporting Brightspeed's GREAT grant application to construct fiber-to-the-home broadband services for specified unserved areas of Beaufort County as agreed upon by the County and Brightspeed.
2. Should the GREAT grant application be successfully awarded to Brightspeed, Beaufort County shall contribute their match portion, up to \$500,000, from the County's ARPA funds to the project.

3. The broadband services and infrastructure related thereto shall be owned and operated by Brightspeed.

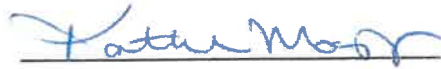
Adopted this 26th day of April, 2022.

Beaufort County Board of Commissioners



Frankie Waters, Chairman of the Board

ATTEST



Katie Mosher, Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: June 5, 2023

Agenda Section: Item for Decision

Presenter: Chris Newkirk, Emergency Services Director
Melanie Sawyer, Chief Animal Control Officer

Agenda Title: Animal Control Department Name Change

Summary of Information: During the May 30, 2023 budget review meeting, Staff spoke about the desire to change the name of the Animal Control Department from "Animal Control" to "Animal Services". Staff feels like the name "Animal Control" has negative connotations while the name "Animal Services" does not. Changing the name of the department to "Animal Services" would also more accurately describe the many services offered by the department which include assisting Beaufort County citizens with domestic animal issues, rabies vaccination services, promoting a healthy pet population in the County, decreasing the over population of domestic pets through spay & neuter programs, promoting responsible pet ownership, and placing adoptable animals in good homes.

The cost of this change would be minimal as the only change needed is to replace the decals on the department vehicles. This cost can be covered with existing budgetary funds made available by lapsed salaries due to vacancies in the department.

Submitter Recommendations/Motions: Approve department name change from "Animal Control" to "Animal Services" effective July 1, 2023.

Attachments:
None



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Chris Newkirk & Jeff Hibbard, Beaufort County Office of Emergency Services

Agenda Title: EMS 6 Remount Procurement

Summary of Information: Emergency Service Staff will be presenting a comparison and recommendation pertaining to recently received bids for the refurbishment / remount of a 2012 Ambulance.

Submitter Recommendations/Motions: The Office of Emergency Services respectfully requests your approval, along with the necessary funding to return this unit to an operational status.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Victoria van Nortwick, 911 Director

Agenda Title: Microwave System Repair Approval

Summary of Information: During a preventative maintenance check of our tower sites performed by Motorola Solutions, it was discovered that two of our tower sites needed microwave system repairs due to damage that had occurred. Motorola is able to provide this service to the county under NC State Contract 725G. Currently we are operating on backup equipment until these repairs are made.

Submitter Recommendations/Motions: Staff recommends approval for funding for microwave repair system repairs.

Attachments:

Beaufort County Finance

Budget Amendment Request

Department: Sheriff's Office

Date of Request: April 28, 2022

FY Budget: 2022-2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
104310-540000	Equipment		\$12,322
104310-526043	Law Enforcement Supplies		\$ 5,000
104310-535300	Vehicle Maintenance		\$15,000
104320-540000	Equipment		\$ 5,000
104325-544000	Maintenance Contracts		\$ 3,000
104325-526000	Office Supplies		\$ 1,800
104325-549100	Dues & Subscription		\$ 500
104325-535200	Maintenance & Repair Equipment	\$42,622	

Department Justification: This will allow for coverage of quote for an installation of a repair required for Communications.

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		01 MAY 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 transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

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

Requisition 00001087-00 FY 2023

Acct No:
10 -4325-535200
Review:
Buyer:
Status: Allocated

Page 1

Vendor
MOTOROLA SOLUTIONS INC.
4625 LAKE PARK BLVD

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

SALT LAKE CITY, UT 84120

Delivery Reference
Quote 2019655

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/23	002044				EMERGENCY COMMUNICATIONS
LN	Description / Account	Qty	Unit Price	Net Price	
001	Microwave System Repairs/Installation: Includes parts/materials and mobilization of the tower crew for Wavence CAT5e installation as per Quote 2019655 and NC State Contract 19144-725G	1.00 EACH	42621.10000	42621.10	
1	10 -4325-535200			42621.10	
	Ship To 210 North Market Street Oakland Building Law Enforcement Center Washington, NC 27889 Delivery Reference Quote 2019655				

Requisition Link

Requisition Total

42621.10

***** General Ledger Summary Section *****

Account

10 -4325-535200

Amount Remaining Budget

42621.10

2163.40

EMERGENCY COMMUNICATIONS



MOTOROLA SOLUTIONS

MAY 22 2023 R# 1086

QUOTE-2019655
Microwave System Repairs

Billing Address:

**BEAUFORT COUNTY SHERIFF'S
OFFICE
210 N MARKET ST
WASHINGTON, NC 27889
US**

Quote Date:01/20/2023

Expiration Date:04/20/2023

Quote Created By:

**Warren Bell
warrenbell@callmc.com**

End Customer:

**BEAUFORT COUNTY SHERIFF'S
OFFICE
Victoria van Nortwick
vwannortwick@co.beaufort.nc.us
2529408237**

**Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)**

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
Product Services					
1	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED	1	\$42,621.10	\$42,621.10
Grand Total				\$42,621.10(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

One mobilization of the tower crew and the below parts/materials are included.

Description	Part/Catalog Number	Cherry Run	Bath
		QTY	QTY
Wavence CAT5e Installation Material			
Ground kit – (qty 4 per run, based on length)	1AD040130004	6	12
RJ-45 connector for indoor and outdoor ends of cat5e - (qty 4 per run)	1AB074610027	4	12
Lightning arrestor RJ-45 router output	1AB328430001	2	4
Cat5e cable - GLP is per foot	1AC016760006		750
MPT Plug-in with PoE	3DB18634AB	2	
75m Preassembled CAT5e R2CT/RJ45	3CC52199AC	2	
100m Preassembled CAT5e R2CT/RJ45	3CC52199AD		2
R2CT outdoor protection for RJ45 conn	1AB150990002		3



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Discussion

Presenter: West Overman, Public Works

Agenda Title: Solid Waste Ordinance Update

Summary of Information: Based on discussion at the May Board of Commissioners meeting, time was given for review of the draft Solid Waste Ordinance. Minor changes have been made based upon comments received from two Commissioners. Staff also worked closely with the Tax Assessor and County Attorney to further refine the document.

Due to recent General Statute changes and new case law, the County Attorney recommended that Staff contact attorneys with the UNC School of Government for further clarification and assistance in developing an appropriate(legal) penalties section of the ordinance. Staff anticipates presenting a final draft ordinance at next month's meeting.

Submitter Recommendations/Motions: N/A

Attachments:

Chapter 52 - SOLID WASTE

ARTICLE I. - IN GENERAL

Formatting NOT Final

Sec. 52-100. - Title.

Sec. 52-101. - Purpose.

Sec. 52-102. - Authority.

Sec. 52-103. - Jurisdiction.

Sec. 52-104. - Liability.

Sec. 52-105. - Choice of Law and Venue.

Sec. 52-106. - Conflict With Other Ordinances or Laws.

Sec. 52-107. - Severability.

Secs. 52.108–52.150. - Reserved.

Sec. 52-151. - Definitions.

Secs. 52.152–52.175. - Reserved.

Sec. 52-176.- Fees

Sec. 52.100. - Title.

This chapter shall be known and may be cited as the "Solid Waste Ordinance of Beaufort County, North Carolina." Chapter 51 - Landfills is hereby repealed and replaced by this Chapter 52.

Sec. 52.101. - Purpose.

The purpose of this chapter is to regulate the management, storage, collection, transportation, and disposal of solid waste generated in the county, to ensure proper safe handling, and to provide for the general health of its citizens and protection of the environment.

Sec. 52.102. - Authority.

The county enacts this chapter pursuant to G.S. Ch. 130A and G.S. Ch. 153A.

This chapter may be enforced by the County Public Works Solid Waste Management Division, County Public Health Department, and the County's Sheriff's Office.

Sec. 52.103. - Jurisdiction.

Pursuant to G.S. 153A-122, this Ordinance shall apply to any part of Beaufort County not within a municipality. In addition, the governing board of any municipality within Beaufort County may, by resolution, permit this Ordinance to apply to said municipality. Pursuant to G.S. 153A-132.1, this Ordinance shall also apply to all streets and highways within the county as well as any property owned or operated by the county. Unless

otherwise indicated, this article also applies to both publicly owned and privately-owned solid waste management facilities located in the unincorporated areas of the county.

Sec. 52.104 - Liability.

As a public service, the county's collection sites may be used by private citizens at the times and under the conditions set forth in this chapter. While the county offers this convenience, the county shall not be responsible for damage to private property or personal injury which may occur on the sites. Neither the county nor its employees shall be liable for damage to private vehicles or personal injury to persons using the county's collection system.

Sec. 52.105. - Choice of Law and Venue.

The State Courts of the State of North Carolina shall have sole jurisdiction over any disputes which arise under this Ordinance or otherwise regarding the parties or properties subjected thereto, and venue shall be proper and shall lie exclusively in the District and Superior Courts of Beaufort County, North Carolina.

Sec. 52.106. - Conflict With Other Ordinances or Laws.

It is not intended that this Ordinance repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinances or laws other than as outlined in Section 52.100 of this chapter. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of the County of Beaufort with this Ordinance, the more restrictive or that imposing the higher standards will conflict govern.

Sec. 52.107. - Severability.

If any section of this ordinance is determined to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

Secs. 52.108–52.150. - Reserved.

Sec. 52-151. - Definitions.

(a) The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Agricultural solid waste means waste produced wholly from agricultural operations directly related to the growing of crops or raising of animals for the primary purpose of making a profit or for a livelihood.

Collection means the act of removing solid waste from a point of generation to a central storage point or to a disposal site and from a central storage point to a disposal site.

Commercial solid waste means solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities excluding residential, industrial, and institutional wastes.

Construction or demolition waste means solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures but does not include inert, land clearing or yard waste debris or used asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material.

Department means the North Carolina Department of Environment Quality (NCDEQ).

Director means the Beaufort County Public Works Director who is the administrator designated with the responsibility for the solid waste program and enforcement of this article, or designated representative.

Disposal means the final placement of collected solid waste into a landfill or other lawful site.

Division means the county division of solid waste management.

Electronics means waste consisting of televisions, computers, peripherals, etc.

Garbage means all putrescible wastes, including animal offal and carcasses, and recognizable industrial byproducts, but excluding sewage and human waste.

Hazardous waste means a solid waste, or combination of solid wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

Household bulk waste means solid waste that is generally too large to be accepted by the compactors at the County collection sites. Bulk waste items may include discarded furniture (couches, recliners, tables, mattresses, dressers), and other similar items. For the purpose of this chapter, construction and demolition waste shall not be considered bulk waste.

Household solid waste means any waste normally generated by a family in a residence in the course of ordinary day-to-day living, including but not limited to food wastes, paper, plastic, textiles, metal, and glass.

Incineration means the process of burning solid, semisolid, or gaseous combustible wastes to an inoffensive gas and residue containing little or no combustible material.

Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not hazardous waste.

Inert debris means solid waste which consists solely of material that is virtually inert and likely to retain its physical and chemical structure under expected conditions of disposal.

Inhabitable structural unit means a building structure that has at minimum four walls, foundation, roof, and utilities such as water, sewer or septic, and electrical.

Institutional solid waste means solid waste generated by educational, health care, correctional, and other similar facilities, excluding residential, commercial, and industrial waste.

Land clearing debris means solid waste which is generated solely from land clearing activities, excluding construction and demolition waste.

Landfill means a discrete area of land or an excavation that receives nonhazardous solid waste and is not a land application unit, surface impoundment, injection well, or waste pile, as defined under 40 CFR 257. A landfill may be publicly or privately owned.

Liquid waste is a non-solid material that has no further use and must be treated and disposed of according to local, state, and federal regulations. For the purposes of this chapter, Used Motor Oil shall be excluded from the definition of liquid waste.

Mixed Metal means ferrous and non-ferrous metallic materials.

Non-putrescible waste means waste that does not contain organic matter having the tendency to decompose and create odors.

Operator means any person, including the owner, who is principally engaged in, and is in charge of, the actual operation, supervision, and maintenance of a solid waste management facility and includes the person in charge of a shift or periods of operation during any part of the day.

Processing means any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Putrescible waste means waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to be capable of attracting or providing food for birds. The term does not include uncontaminated yard trash or clean wood.

Recovered materials means those materials which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse by separation, collection, or processing.

Recycling means the process by which solid waste or recovered materials are collected, separated, or processed, and reused or returned to use as raw materials or products.

Refuse means all non-putrescible waste.

Sanitary landfill means a facility for disposal of solid waste on land in a sanitary manner in accordance with the rules concerning sanitary landfills.

Scrap tire means a tire that is no longer suitable for its original, intended purpose because of wear, damage, or defect.

Sharps means needles, syringes, and scalpel blades.

Sludge means any solid, semi-solid or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects.

Solid waste is any material no longer used for its originally intended purpose, which will be discarded, treated to reclaim its original properties or processed to be used for an alternative purpose. "Trash" or "garbage" are terms frequently used in place of "solid waste".

Solid waste collector means any person who collects or transports solid waste.

Solid waste container means a container used for the temporary storage of solid waste or recyclables while awaiting collection.

Solid waste collection site means any place owned, leased, or operated by the county at which solid waste containers have been placed.

Solid waste disposal site means any place at which solid waste is disposed of by incineration, sanitary landfill, or any other method.

Solid waste management means a purposeful, systematic control of the generation, storage, collection, transport, separation, treatment, processing, recycling, recovery and disposal of solid waste.

Storage means the containment of solid waste, either on a temporary basis or for a period of years in a manner which does not constitute disposal.

Transfer facility means a permanent structure with mechanical equipment used for the collection or compaction of solid waste prior to the transportation of solid waste for disposal.

Treatment means any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste to neutralize such waste or so as to render such waste nonhazardous, safer for transport, amenable for recovery, amenable for storage or reduced in volume. The term "treatment" includes any activity or processing designed to change the physical form or chemical composition of hazardous waste to render it nonhazardous.

Used motor oil means any refined crude oil or synthetic oil intended for use in an internal combustion engine that because of use, storage, or handling has become unsuitable for its original purpose.

White goods means refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

Yard waste means solid waste resulting from landscaping and yard maintenance such as brush, grass, tree limbs, leaves, and similar vegetative material.

Secs. 52.151–52.175. - Reserved.

Sec. 52.176. - Annual Solid Waste fees (DRAFT – STAFF DISCUSSING POSSIBLE ALTERNATIVES RELATED TO INFO GAINED DURING REVALUATION PROCESS) (TEXT BELOW REFERENCES CURRENT BILLING PROCESS)

- (a) An annual solid waste fee will be charged to the Owner of each inhabitable structural unit in the county.
- (b) The annual solid waste fee shall be in accordance with the current schedule of fees adopted by the board of commissioners.
- (c) The annual solid waste fee is intended to recover the costs of disposing of household solid waste in the county, the management of the solid waste collection service, scrap tire collection service, and yard waste collection service.
- (d) Residential, commercial, industrial, or institutional inhabitable structural units will not be billed annual solid waste fees if municipal or private collection services are servicing the tax parcel with a front-end truck, and the County does not pay for the disposal cost of the waste.

- (e) The bill for the annual solid waste fee shall be directed to and paid by the owner of the inhabitable structural unit. In the case of apartment units or rental mobile home units, the bill shall be directed to and paid by the owner. Fees shall be based on the real property tax listings as of January 1 of each year. The tax assessor shall prepare and send bills on or about August 1 of each year.
- (f) As authorized by G.S. 105-360 and G.S. 153A-293, annual solid waste fees shall be billed with the annual ad valorem property tax bill. Fees are payable in the same manner as property taxes and become due upon receipt and past due on January 6 of the following year. Solid waste fees may be collected by the tax collector in any manner by which delinquent personal or real property taxes can be collected, including garnishment, attachment, and foreclosure. Solid waste fees are a lien on the real property described on the bill that includes the fee. Delinquent solid waste fees become a lien upon publication of the legal notice.

ARTICLE II. - COLLECTION AND DISPOSAL

Sec. 52-200. - General Provisions.

(a) All solid waste management in the county shall be in accordance and in compliance with solid waste management rules as set forth by the department and the division, as from time to time amended.

(b) All solid waste shall be stored, collected, transported, treated, processed, reclaimed, recycled, and disposed of in a manner consistent with the requirements of this article.

(c) Nothing in this article shall be construed to restrict in any way the authority and applicability of the provisions of any county zoning ordinance regarding junk and junkyards.

Sec. 52-201. - Solid waste storage and disposal.

(1) No owner, occupant, tenant, or lessee of any property may deposit, store, or permit to accumulate any solid waste upon his property that is not stored or disposed of in a manner prescribed by this article.

(2) The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid waste from his property at a frequency rate that will control odor, rodents, and other nuisance conditions. The recommended frequency rate is once per week.

(3) Garbage shall be stored only in containers that are durable, nonabsorbent, nonleaking, and easily cleaned. Containers should have a close fitting, fly-tight cover in place and adequate handles or bales to facilitate handling. In addition to the containers described in this subsection, solid waste may be stored in other containers that are adequate and suitable receptacles. Garbage placed in receptacles that do not have a fly-tight cover shall be wrapped, bagged or enclosed in paper or plastic material. Each container shall be kept clean so that no other nuisance condition exists.

(4) Solid waste shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.

(5) No owner, occupant, tenant or lessee of a building or dwelling, other than a licensed salvage and recycling operation, may place or leave or cause to be placed or left outside the building or dwelling, any wastes for longer than one week.

(6) No owner, tenant or lessee of any building or dwelling, may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an airtight door without first removing the door or locking the door closed, so that entry to the appliance or receptacle by children has been eliminated.

(7) Construction waste must be disposed of at disposal sites approved and permitted by the department or as permitted pursuant to G.S. 130A-301.2.

(8) Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the department.

(9) All sharps must be placed in a sealed, puncture-proof container and disposed of separately from other waste.

(10) Open burning of solid waste is prohibited pursuant to 15A NCAC 20.1903.

(11) It is anticipated that each person in the county will be offered collection service by a municipality, a private solid waste collector, or use one of the county's rural solid waste collection sites. Any person not using a municipality, private collector, or one of the county's sites, will be required, upon request, for cause or because of complaints received by the county, to explain and show to the division or enforcement officer the method and means of disposal of his solid waste and where such waste is being disposed.

(12) No person, solid waste collector, or company shall dump or deposit waste into any county-owned collection site except as authorized by state and county regulations. Any person found to have done so shall remove such waste immediately upon being requested to do so by a representative of the county. If the person depositing any such waste fails to remove it upon request of the county, the waste will be removed by county representatives and deposited in an appropriate waste management facility. The person who illegally deposited the waste shall be billed by the county for all of its costs incurred in removing, transporting, and properly disposing of the waste from the sanitary landfill. (Need to compare with penalties)

(13) No person, solid waste collector, or company shall dispose of hazardous or liquid wastes in any county-owned collection site or transfer station.

(14) No person, solid waste collector, or company shall dispose of solid waste, except by one of the following methods, provided that this section shall not be construed to prevent any person from properly disposing of solid waste from his own residence on his own property in a safe and sanitary manner consistent with this article and state regulations:

a. Sanitary landfill which has been approved by the department of environmental quality.

b. Collection and recycling centers operated by the county for individual households in the county.

c. Incinerators which meet all requirements of the local, state, and federal air pollution standards and have been approved by the appropriate state and federal agencies.

d. Construction/demolition landfill approved by appropriate county, state and federal agencies.

e. By any other methods including reclaiming or recycling processes which have been approved by the department (DEQ).

A violation of this section is punishable as a misdemeanor.

52.202 Licensing Household Solid Waste Collectors.

(A) Beaufort County will provide payment for disposal of household waste generated in Beaufort County, collected by licensed Household Solid Waste Collectors, and disposed of at the location determined by the County.

(B) Every person, firm and corporation engaged in the collection of household solid waste in the county, except for one's self, one's firm or corporation, shall first make application to and secure from the Division a privilege license which shall be in a sum per year per person, firm or corporation applying for a privilege, as set by the annual budget process.

(B) All licenses issued under this chapter shall be for one year which shall be for the fiscal year beginning July 1, and ending June 30, except that licenses issued to household solid waste collectors, within a fiscal year shall only be for a period beginning on the date the license is issued and ending the immediately following June 30.

(C) The Board shall regulate and govern the fees to be charged to licensed collectors.

(D) Licenses for collection and transportation of household solid waste in the county may be revoked in accordance with 50.07(Ref correct section) by the Director for violations of regulations pertaining to the management of solid waste.

(E) All licensed solid waste collectors for hire shall display plainly visible decals or lettering on the vehicle showing name and address or phone number of the owner. The information shall be on file with the Division.

(F) All licensed solid waste collectors' vehicles or containers used for the collection of household waste in Beaufort County shall be covered, leakproof, durable and easily cleaned. Open body trucks or other vehicles used in collection and transportation of solid waste shall be covered with canvas or other substantial material to prevent contents from falling, leaking, spilling, or being blown from the vehicle. If spillage or leakage should occur, the material shall be recovered immediately by the licensed solid waste collector and returned to the vehicle or container, and the area properly cleaned.

(G) Solid waste collectors for hire shall remove garbage or refuse from the premises of their customers at least once a week.

(H) Solid waste collectors shall schedule normal collections between the hours of 4 AM and 9 PM.

(I) All solid waste collected shall be disposed of frequently in a licensed sanitary landfill or other approved disposal facility.

(J) Licensed solid waste collectors are required to notify the Division 30 days prior to any expected closure of the business.

(K) No collector for hire shall dispose of solid waste at the solid waste collection sites provided by the county.

(L) Applicants denied a license by the Division, within 15 days of denial may request a hearing before the Public Works Director who shall hear the appeal within 15 days. Within one week after the hearing, the Public Works Director shall give the applicant written notice of his or her decision. If the decision is denial, the applicant may then appeal to the Board by giving written notice to the County Manager within ten days following receipt of the Public Works Director's decision. After a hearing on the appeal, the Board shall either affirm the denial or direct the Public Works Director to issue the license.

(M) A license may be transferred, without the need for a new license or revocation of the existing license being required, if the licensee notifies the Division of the proposed transfer at least 30 days before the proposed date of the transfer; a written agreement

containing a specific date of transfer of license responsibility is submitted to the Division; the transferee provides proof that he or she is, or will be, the owner or operator of the vehicles(s) previously identified by the licensee; and the transferee provides proof that he or she is or will be able to comply with all licensing, collection, transportation, storage and disposal requirements of this chapter.

52-203. - Revocation of Solid Waste Collectors License.

(1) Any license issued for collection and transportation of solid waste may be revoked for violations of applicable regulations pertaining to the management of solid waste.

(2) Whenever, upon inspection of facilities, equipment or operating methods or practices of any person licensed and performing collection and transportation services, the Division finds that conditions or practices exist which are not in compliance with applicable regulations the Division will give notice in writing to the person that unless the conditions or practices are corrected or remedied within ten days, then the collector's license may be revoked. The notice shall include date, time, and place of reinspection by the Division.

(3) If, after reinspection, the Division finds conditions or practices not corrected, the collector will be notified that his or her license has been revoked. Upon receipt of this notice of revocation, the County shall cease providing payment as outline in 52.202(A).

(4) The Division may reinstate a revoked license after revocation has been in effect for 30 days if found that the conditions causing the violation has been corrected.

(5) The license holder may within 15 days of revocation request a hearing before the Public Works Director who shall hear the appeal within 15 days. Within one week after the hearing, the Public Works Director shall give the license holder written notice of his or her decision. If the decision is denial, the applicant may then appeal to the Board by giving written notice to the County Manager within ten days following receipt of the Public Works Director's decision. After a hearing on the appeal, the Board shall either affirm the denial or direct the Public Works Director to re-instate the license.

(1) Any solid waste collector for hire observed dumping at a solid waste collection site shall be warned by certified mail from the Division that unless the practice is stopped, the collector's license will be revoked.

(2) If the solid waste collector is again observed dumping at a solid waste collection site, his or her license shall be immediately revoked.

(3) After receipt of notice of revocation, the license holder may request a hearing as outlined in division (A) of this section.

Sec. 52-204. - Solid Waste Collection.

(a) Solid waste shall be collected by the following methods:

- a. Transporting the solid waste to a transfer facility or landfill facility permitted by the department.
- b. Placing the solid waste in a receptacle provided at a collection site within the county.

- c. Placing the solid waste in a receptacle provided by an incorporated municipality or commercial solid waste collector.
- d. Other lawful means.

(b) Collection Sites

- a. The county, directly or through contractors, shall provide, operate, and maintain collection sites throughout the county for use by county residents for the purpose of collecting and consolidating residential solid waste prior to transportation to a transfer facility or disposal facility.
- b. Collection sites shall be available for use by all persons occupying improved residential property in the county, including persons occupying improved residential property within the incorporated municipalities of the county.
- c. Non-residents, businesses, institutions, or any other commercial or industrial establishments are prohibited from using the collection sites.
- d. Waste generated outside of Beaufort County is prohibited.
- e. The operating schedule will be made public via signage, website postings, press releases, or other appropriate means.
- f. All persons entering the collection sites shall observe all rules, regulations, and signs.
- g. All persons entering the collection sites shall place all solid waste intended for disposal inside a designated receptacle. No items shall be left at a collection site for the purpose of salvaging by others.
- h. No persons shall leave solid waste at the collection site outside the receptacle.
- i. The following waste types may be accepted at collection sites when there is a specific area designated for the collection of such items:
 - i. Household Solid Waste
 - ii. Household Bulk Waste
 - iii. Yard Waste
 - iv. White Goods
 - v. Mixed Metal
 - vi. Used Motor Oil (and associated filters)
 - vii. Electronics
 - viii. Recycling of specific products, as markets allow
 - ix. Other material as approved by the Commissioners.
- j. All waste types not included in (i) are expressly prohibited from disposal at a solid waste collection sites.
- k. No person may loiter, scavenge, or rummage about the collection sites to remove articles therefrom.
- l. No person shall vandalize any property associated with solid waste collection sites.
- m. No person may trespass on property used for solid waste collection during non-operational hours.

- n. Solid waste may be observed and inspected for prohibited materials. Persons attempting to dispose of unacceptable material shall remove such materials from the collection site. Persons refusing to comply shall be subject to penalties set forth in Article III.
 - o. Users of the collection sites may be asked to provide information related to their residence location and the origin location of the waste.
- (c) Transfer Station
- a. The County shall establish policies that regulate waste acceptance at any transfer station provided by the county, directly or through its contractor.
 - b. The following groups or persons shall be exempt from the payment of fees for disposal of garbage or other waste:
 - i. Any civic group that brings waste to the transfer station as a result of roadside cleaning activities including the Department of Transportation, or other groups performing public service cleanup activities as authorized by the County Manager or Solid Waste Division.
 - ii. Other parties as authorized by the division.
 - c. Residents must pay posted fees for disposal of construction, demolition, land clearing, and all other types of waste other than household waste generated in Beaufort County.

Sec. 52-205. - Transportation of solid waste.

- (a) Vehicles or containers used for transportation of solid wastes shall be covered by effective means to prevent the blowing of materials from out of the vehicle. "Effective means" shall include, but not limited to, a durable, heavy plastic or canvas tied down or secured to cover all the load. Loads consisting of bulky waste, white goods, lumber, pallets, and crates do not have to be covered but shall be secured with rope or tie downs to assure spillage does not occur. Upon entrance to a collection or disposal site, removal of tarps or similar covers on solid waste shall be prohibited until destination is reached in a designated disposal area.
- (b) Materials spilled by the hauler shall be picked up immediately by the hauler and returned to the vehicle or container, and the area properly cleaned.

Sec. 52-206. - Littering and unauthorized dumping.

- (a) No person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on a public or private property unless such solid waste is placed in a receptacle at a location designated for the collection of solid waste.
- (b) It shall be unlawful to leave solid waste at a collection site or landfill unless there is an employee on duty to direct and supervise the disposing of the solid waste at the site.
- (c) It shall be unlawful for any person to litter at collection sites. Littering shall include dumping solid waste in a solid waste container and causing the container to

overflow. It shall be unlawful for any person to dump solid waste at a landfill except in areas designated by the landfill operators on duty. All costs incurred by the county in the collection and removal of litter at a collection center or landfill, or in the collection and proper disposition of unauthorized dumping at a landfill shall be recoverable from the person who littered or dumped in violation of this article and from the person who generated such litter or unauthorized dumped material.(COMPARE WITH PENALTIES)

- (d) If any solid waste disposed of in violation of this article can be identified as having last belonged to, been in the possession of, sent to or received by or to have been the property of any person prior to being disposed of, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of this article.
- (e) A violation of this section is punishable as outlined in Section .

Sec. 52.207 - Recycling

- (a) Each person who owns, leases, or manages a residence, residential unit, or place of business, industry, commerce, or other place providing goods or services, or institution, church, or school is encouraged to remove personal recyclable materials from the solid waste generated.
- (b) Nothing in this section is intended to prevent any person from donating or selling recyclable materials to any other person.
- (c) Recyclable material should not be disposed of with other solid waste. Recyclable material collected at collection sites will be dependent on availability of markets for the material.

Sec. 52-208. - Scrap Tire Facility

- (a) The county shall operate at least one facility to collect scrap tires.
- (b) Certified scrap tires are:
 - a. Generated in North Carolina,
 - b. Five or fewer tires, or
 - c. More than five scrap tires that are accompanied by a completed NC Scrap Tire Certification form.
 - d. Certified scrap tires are not subject to a disposal fee.
- (c) Uncertified scrap tires are:
 - a. More than five scrap tires that are not accompanied with a completed NC Scrap Tire Certification form, or
 - b. Any scrap tire generated outside of North Carolina.
 - c. Uncertified scrap tires are subject to a disposal fee. The board shall adopt a schedule of fees which shall be effective until amended or replaced.
- (d) All tires shall be removed from the rim prior to disposal. Rims shall not be disposed of at the scrap tire collection site.

- (e) It is the haulers responsibility to provide proof of origin of any scrap tire. Beaufort County holds the right to verify the origin of any scrap tire and to deny disposal.
- (f) The operating schedule will be made public via signage, website postings, or other appropriate means.
- (g) All persons entering the scrap tire facility shall observe all rules, regulations, and signs.
- (h) Persons delivering scrap tires to the scrap tire facility shall be required to weigh in and out.
- (i) No person may loiter, scavenge, or rummage about the scrap tire facility to remove articles therefrom.
- (j) No person shall vandalize any property associated with the scrap tire facility.
- (k) No person may trespass on scrap tire facility property during non-operational hours.
- (l) Solid waste may be observed and inspected for prohibited materials.
- (m) Persons attempting to dispose of unacceptable material shall remove such materials from the scrap tire facility.
- (n) Persons refusing to comply shall be subject to penalties set forth in **Article III**.

Sec. 52-209. - Yard Waste Processing Facility

- (a) The county shall operate at least one yard waste processing facility.
- (b) The operating schedule will be made public via signage, website postings, press releases, or other appropriate means.
- (c) Persons delivering yard waste to the yard waste processing facility shall be required to weigh in and out.
- (d) Persons delivering commercially generated yard waste to the yard waste processing facility shall be charged a tipping fee based on the weight of the material. The board shall adopt a schedule of fees which shall be effective until amended or replaced.
- (e) All persons entering the yard waste processing facility shall observe all rules, regulations, and signs.
- (f) No person may loiter, scavenge, or rummage about the yard waste processing facility to remove articles therefrom.
- (g) No person shall vandalize any property associated with the yard waste processing facility.
- (h) No person may trespass on the yard waste processing facility property during non-operational hours.
- (i) Yard waste will be observed and inspected for prohibited materials. Persons attempting to dispose of unacceptable material shall remove such materials from the processing facility.
- (j) Users may be asked to provide information related to their residence location and the origin location of the waste.
- (k) Persons refusing to comply shall be subject to penalties set forth in **Article III**.



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Economic Development Advisory Committee By-Laws Revision and Adoption

Summary of Information: To re-establish the Beaufort County Economic Development Advisory Committee which will be comprised of representatives of the County Commissioners, Municipalities and economic development stakeholders. The by-laws of the committee have been revised to establish the mission, authority, membership and meeting structure of the body. The Economic Development Advisory Committee will work with the County Economic Development staff to review actions before being taken to the Board of County Commissioners for approval.

Submitter Recommendations/Motions: Adopt the Economic Development Advisory Committee by-laws as presented.

Attachments:

**BEAUFORT COUNTY
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE BYLAWS**

ARTICLE I

Name

The name of this organization shall be the Beaufort County Economic Development Advisory Committee, hereinafter referred to as the Advisory Committee.

ARTICLE II

Geographic District

The geographic boundaries of the County of Beaufort shall constitute the area of jurisdiction.

ARTICLE III

Purpose and Objectives

Section I. Purpose: The purpose of this Advisory Committee is to advise and support Beaufort County (County) including all Beaufort County cities and towns in economic development matters, by:

- a) Promoting sustainable economic growth.
- b) Coordinating economic activities.
- c) Operate the Advisory Committee as an efficient, responsive, transparent and effective organization.

Section II. Objectives: Specific objectives of the Advisory Committee include but are not limited to:

- a) Encouraging the expansion, location and relocation of industrial plants and facilities.
- b) Nurturing existing businesses in their efforts to compete, export and expand.
- c) Work with the appropriate organizations to attract and expand tourism, accommodation, destination facilities, retail, restaurants and small businesses.
- d) Developing and promoting public or private industrial infrastructure, parks and facilities.
- e) Network with agencies and consultants to support economic development.
- f) Promote the general economic environment to insure the economic wellbeing and competitiveness of Beaufort County and its municipalities.

ARTICLE IV

Offices

The Advisory Committee shall maintain its principal office in Beaufort County.

ARTICLE V

Advisory Committee Membership

Section I. Membership

- a) The Advisory Committee membership and their alternate shall be comprised as follows:
 - 1. Eight (8) members appointed by the Beaufort County Economic Development Advisory Committee including:
 - Two (2) Beaufort County Commissioners
 - President or representative of Beaufort County Community College
 - Superintendent or representative of Beaufort County Schools
 - President or representative of Beaufort County Committee of 100
 - Executive Director or representative of the Mid-East Commission
 - Representative of the Economic Development Partnership of NC
 - Representative of Agriculture or Aquaculture Sector
 - 2. The Committee of Commissioners will request one (1) Committee Member from each of the incorporated municipalities in Beaufort County;
- b) Advisory Committee members are encouraged to participate in Committee of 100 meetings and events.
- c) Ex officio (non-voting) members may be added at the discretion of the Committee of County Commissioners.
- d) The Advisory Committee may on an ad hoc basis form from its membership and ex officio members a Project Review Sub-Committee to support, analyze and report on economic development projects contemplating Beaufort County as a location for expansion or new location.
- e) The Advisory Committee may on an ad hoc basis form a Corporate Managers Advisory Group from businesses located in Beaufort County to support, report and advise on economic development issues as they relate to retention, expansion and the location of businesses within the County.
- f) The Advisory Committee may on an ad hoc basis form other committees to support, report and advise on economic development issues as they relate to retention, expansion and the location of businesses within the County.

Section II: Member Terms

- a) Members are appointed for a term of three (3) years.
- b) Advisory Committee members may be removed from the Committee if the member has (3) three unexcused absences for regularly scheduled meetings during a year.

ARTICLE VI
Officers

Section I. Officers

- a) The officers of the Advisory Committee shall consist of a Chairman and Vice-Chairman, who will be named from the representatives from the County Commissioners, and a Secretary, which will be an employee of The County ED administration.
- b) Officers shall be elected for a one (1) year term and assume office at the January meeting of each year. Officers may be elected to succeed themselves or be elected to any other office.
- c) Vacancies in any office, or of any member, arising from any cause, may be filled by the advisory committee at any regular or special meeting.

ARTICLE VII

The Duties of Officers

Section I. Chairman: The duties of the Chairman of the Advisory Committee are as follows:

- a) To preside at all meetings of the Advisory Committee.
- b) To appoint such committees as may be appropriate in the discharge of the Advisory Committee's functions.
- c) To promulgate and publish such orders and directives as will promote the purposes of the Advisory Committee, providing the same are first approved by the full Committee.

Section II. Vice-Chairman: The Vice-Chairman of the Advisory Committee shall perform the duties of the Chairman in his or her absence.

Section III. Secretary: The duties of the Secretary are as follows:

- a) To verify and authenticate the records of meetings of the Advisory Committee.
- b) Other duties as may be assigned by the Advisory Committee

Section IV. Authority: The Advisory Committee shall carry out such functions as the Advisory Committee may be authorized or directed to perform by the Committee of County Commissioners.

ARTICLE VIII

Meetings

Section I. Bi-monthly meetings of the Advisory Committee will follow NC Open meeting laws (i.e. annual public notice of place and time).

Section II. Special meetings may be called by the Chairman or by any five (5) Advisory Committee members at any time or place, provided that notice is given in accordance with North Carolina's Open Meeting laws.

Section III. An Advisory Committee quorum shall consist of five (5) members present.

Section IV. At Advisory Committee meetings, each of the Committee members present shall have one (1) vote and all Committee actions shall be by majority vote.

Section V. Any vacancy occurring shall be filled by the advisory committee provided however, all vacancies shall be filled within sixty (60) days after they occur.

ARTICLE IX
Conflict of Interest, Open Meetings

Section I. The Advisory Committee and its members shall comply fully with Open Meeting and Public Records statutes of North Carolina.

Section II. Members of the Advisory Committee shall disclose any potential conflicts of interest to the Advisory Committee prior to any vote of the Advisory Committee.

ARTICLE X
Amendments

These by-laws may be amended upon recommendation by the Advisory Committee only by the Committee of County Commissioners of Beaufort County. The amendment of these by-laws was adopted by the Beaufort County Committee of Commissioners.

BEAUFORT COUNTY COMMITTEE OF COMMISSIONERS

By: _____ Frankie Waters, Chairman

Date: _____



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Wrights Creek Phase III Contract Administration with Mid-East Commission

Summary of Information: At a regular meeting March 6, 2023, the Board approved a contract from 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 and adopted a project ordinance. Attached is a contract with the Mid-East Commission to administer the grant project. Funding for the project administration is included in the project ordinance.

Submitter Recommendations/Motions: Approve the attached contact with the Mid-East Commission for Wrights Creek Phase III grant administration.

Attachments:

1. Contract with Mid-East Commission
2. Phase III

MID-EAST COMMISSION

Wright's Creek Phase III DCM Public Beach & Coastal Waterfront Access Grant Administration Contract June 05, 2023 – August 28, 2024

THIS AGREEMENT, made this 5th day of June 2023, by and between the Mid-East Commission, hereinafter called the "Commission," and the Board of Commissioners of Beaufort County, North Carolina, hereinafter called the "Board."

WITNESSETH

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the Board, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the Board mutually agree as follows:

1. **Employment and Scope of Work**

The Board hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Commission shall commence on or after the 5th day of June 2023 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 28th day of August 2024.

3. **Compensation and Method of Payment**

The Board will pay the Commission a sum of \$68,281.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue invoices to the Board periodically as work is completed. The Board will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the Board shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the Board of such termination forty-five (45) days before such effective date.

5. Changes

The Board may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Board and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Board.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By: _____
Bryant Buck, Executive Director
Mid-East Commission

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

Date: _____

Date: _____

Attest: _____

Attest: _____

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Signed: _____
Finance Officer

Date: _____

EXHIBIT A

SCOPE OF SERVICES

For consideration of a sum of \$68,281.00, the Mid-East Commission will make available to Beaufort County, the following Planning services:

PROFESSIONAL SERVICES:

1. Administration of the NC Division of Coastal Management (DCM) Public Beach & Coastal Waterfront Access Grant for the Wright's Creek Phase III project.
2. Includes design, permitting, and grant administration.

Wright's Creek Park Site Plan Beaufort County, NC

Undeveloped

Residential

Residential

Residential

SR-1726

WILKINS RD

NCWRC Public Boat Ramp

Entrance Drive Improvement

Canoe/Kayak Launch

40'x100' parking lot

Accessible walking path 10 ft. width

20'x20' picnic shelter

30'x40' picnic shelter

Accessible walking path 10' width

N Prong Wright's Creek

1 inch = 125 feet

0 62.5 125 250 Feet

Wright's Creek

Legend

Property Boundary

Proposed Improvements

Wetlands (USFWS)

Parcels

55' riparian corridor area

55' riparian corridor area

55' riparian corridor area

550 linear foot rip-rap revetment

120 linear foot Boardwalk

20' Diameter Gazebo

75 linear foot Living Shoreline Demonstration Site

30'x40' fishing pier

Map By: Mid-East Commission Planning Department Date: 03/14/2023



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Discussion

Presenter: Brian M. Alligood, County Manager

Agenda Title: Contract with AGAPE Health Services for Jail Health

Summary of Information: We are currently working on a final contract with AGAPE Health Services to provide jail health services. It is our hope that we will have the contract ready for Board review and approval by the Board meeting. Funding for jail health has been included in the recommended FY 23-24 budget. Services are scheduled to begin on July 1, 2023.

Submitter Recommendations/Motions: Pending final contract.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Voting Delegate - 2023 Annual NACo Conference

Summary of Information: A voting delegate and an alternate are needed for the 2023 annual NACo business meeting being held on Monday, July 24, 2023, in Travis County, Texas. The voting delegate will represent Beaufort County and will vote on resolutions that set NACo legislative and association policy for the coming year. They will also elect NACo officers for the coming year.

Submitter Recommendations/Motions: Chose a delegate and an alternate amongst the Commissioners attending.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Cable TV Service

Summary of Information: Commissioner Richardson would like to discuss cable TVB service and optimum.

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Beaufort County School Discussion

Summary of Information: Commissioner Richardson would like to discuss the following regarding the Beaufort County Schools:

1. Meeting With School Board on Improving Test Scores
2. Future of Ed tech
3. New Construction of School

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 6/5/2023

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:

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