

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

A) Call to Order – Chairman Waters		5:30 PM
B) Pledge of Allegiance		
C) Conflict of Interest Disclosure Statement	1	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Items for Presentation		
1. Service Awards Presentation – Deloris Creasman, Human Resource Director	4	5:40 PM
F) Public Comments	5	5:45 pm
G) Legislative Updates for Elected Officials	6	5:50 PM
H) Items for Consent		5:55 PM
1. Budget Amendment, Health – JaNell Octigan, Public Health Director	7	
2. Late Application for Tax Relief 2023 – Lloyd Salter, Tax Assessor	9	
3. Surplus Vehicle to Old Ford Volunteer Fire Department – Chris Newkirk, Emergency Services	11	
4. Surplus Vehicles, Sheriff’s Office – Capt. Mike Gerard, Sheriff’s Office	13	
5. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	14	
6. NC Commerce Building Reuse Grant Resolution – Brad Hufford, Economic Development Director	19	
7. Minutes Approval – Katie Mosher, Clerk to the Board	21	
I) Public Hearing and Item for Decision – Joshua Hollis, Planner		
1. Public Hearing and Decision for Road Name – Joshua Hollis, Planner	118	6:00 PM
J) Item for Discussion and Decision – Cooperative Extension		
1. Shared Small Farm Position Status – Rod Gurganus, Extension Director	122	6:05 PM
2. Updated MOA with NC State – Rod Gurganus, Extension Director	123	6:10 PM
K) Item for Decision – Sheriff’s Office		
1. Vehicle Purchase – Captain Mike Gerard, Sheriff’s Office	132	6:15 PM
L) Item for Decision – Emergency Services		
1. Stryker Cardiac Monitor End of Lease Purchase – Chris Newkirk and Jeff Hubbard, Emergency Services	134	6:20 PM
M) Items for Decision and Discussion – Public Works		
1. Award Contract for Solid Waste Site Improvements – West Overman, Public Works	135	6:25 PM
2. Solid Waste Ordinance – Christina Smith and West Overman, Public Works	197	6:35 PM
3. Mega-Site Update - Christina Smith and West Overman, Public Works	215	6:45 PM
N) Item for Decision – Finance		
1. Policies Related to American Rescue Plan (ARP) Funding – Anita Radcliffe, Chief Finance Officer	216	6:55 PM

BREAK		7:00 PM
O) Item for Discussion – Manager’s Office		
1. Aurora Clinic Property Update – Brian Alligood, County Manager	241	7:15 PM
P) Item for Discussion – Commissioner John Rebholz		
1. Jail Committee Update – Commissioner Rebholz	242	7:20 PM
Q) Items for Decision and Discussion – Commissioner Hood Richardson		
1. Register of Deeds Report – Commissioner Richardson	243	7:30 PM
2. Commissioner Meeting Video Presentation Discussion – Commissioner Richardson	244	7:35 PM
3. Jail Footprint Status Discussion – Commissioner Richardson	245	7:40 PM
4. Request for Update on Cable TV Services – Commissioner Richardson	246	7:45 PM
R) Item for Discussion – Commissioner Stan Deatherage		
1. Institutional Corruption – Commissioner Deatherage	247	7:50 PM
S) Commissioner Comments	248	7:55 PM



Beaufort County Agenda Abstract

Meeting Date: 9/5/2023

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:

Attachments:



Beaufort County Agenda Abstract

Meeting Date: 9/5/2023

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.

Susan Waters	DSS	5 years
Gail Griffin	Sheriff's Office	5 years
Latisha Crawford Norman	Health Dept	5 years
Kristi Mclawhorn	Tax Administration	5 years
William Mayo	Water	10 years
Jason Hancock	Sheriff's Office	10 years
Lorie Girani	Jail	15 years

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Public Comments

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name

Contact Information

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

Attachments:



Beaufort County Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher, Administration

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions:

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health Director

Agenda Title: Health FY24 Budget Amendment

Summary of Information: Request to amend the FY24 budget to reflect the following revenues and expenditures:

- \$324,152 ARPA COVID-19 School Health Workforce
- \$122,340 Kate B Reynolds FY23 Grant Carryover Unspent Funds
- \$2,000 Regional ARPA Care Management Communications Initiative

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

Attachments:

1. Health FY24 Budget Amendmnet

Beaufort County Finance

Budget Amendment Request

Department: HEALTH

Date of Request: 09/05/23

FY Budget: 2024

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105160-526018	ARPA School Health Workforce COVID-19	\$324,152	
100211-445190	ARPA School Health Workforce COVID-19	\$324,152	
105158-519315	KBR Substance/Behavioral Health Grant	\$122,340	
109991-499100	Appropriated County Fund Balance	\$122,340	
105168-532100	CMHRP Telephone	\$1,000	
105169-532100	CMARC Telephone	\$1,000	
100600-461000	Misc Health Income: Care Mmgt Communications Initiative	\$2,000	

Department Justification: Funding from ARPA COVID-19 School Health Workforce AA620, Kate B. Reynolds Grant received in FY23 Carryover of unspent grant funds, Regional ARPA Care Management Communications Initiative Funds

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		8/23/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Late Applications for Tax Relief 2023

Summary of Information: Requesting approval of additional 2023 late applications for tax relief.

Submitter Recommendations/Motions: Staff recommends approving the attached late applications for tax relief.

Attachments:

1. Additional 23 late applications for tax relief

2023 LATE FILINGS FOR EXEMPTIONS

NAME	DATE FILED	APPROVED	ADDRESS	TYPE OF APPLICANT
MARGO GIFFORD	8/17/23	YES	3024 JOHN SMALL AVE	DISABLED VETERAN
CLARENCE MOORE	7/31/2023	YES	210 OAK DR	ELDERLY
JEAN STANLEY	7/31/2023	YES	148 MOSS CIRCLE	DISABLED VETERAN
BRIAN STONE	8/10/2023	YES	57 DOE CIRCLE	ELDERLY
CORA WHITLEY	8/8/2023	YES	155 WRENN DRIVE	ELDERLY
ANTHONY BISHOP	8/1/2023	YES	219 COLLEGE AVENUE	DISABLED VETERAN



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Consent

Presenter: Chris Newkirk, Office of Emergency Services

Agenda Title: Surplus Vehicle to Old Ford Volunteer Fire Department

Summary of Information: Beaufort County's Office of Emergency Services is requesting to surplus the following vehicle to Old Ford Volunteer Fire Department.

Vehicle Asset # 3200 2012 Chevrolet Silverado VIN: 1GCRCPEX7D2349851 Mileage: 102338

This vehicle has been used by Animal Services and began to experience repetitive electrical issues in the spring of 2021. Reported issues included:

- Repetitive dead batteries.
- Various / multiple warning lights turning on and off while driving.
- Doors randomly locking / unlocking while driving.

We made multiple attempts over the course of the following year to determine the cause and make the necessary repairs to no consistent resolution. In the Spring of 2022, the vehicle began to have a miss in the engine that quickly developed into a rough idle and prevented the truck from operating over 25 mph. The vehicle was parked at Animal Service where it has remained. With new smaller, more fuel-efficient vehicles arriving, we made no further attempts to repair this vehicle.

Old Ford Volunteer Fire Department Chief Ken Whitney reached out to our office several months ago in hopes of locating a surplus vehicle capable of providing support services to their department. Representatives of Old Ford Fire have viewed the vehicle and feel they can make the necessary repairs that would allow for this vehicle to meet their needs.

The vehicle has been stripped of all Emergency Services equipment. Old Ford Fire would be responsible for removing all lettering and striping before placing it in service.

Submitter Recommendations/Motions: Beaufort County Emergency Services respectfully requests your approval to surplus the vehicle listed above to Old Ford Fire Department.

Attachments:

**Resolution Approving Conveyance of Personal Property to
A Nonprofit Organization Pursuant to G.S. 160A-280**

WHEREAS, the County of Beaufort owns a 2012 Chevrolet Silverado vehicle (VIN: 1GCRCPX7D2349851), listed as Vehicle #3200 in the Animal Services Division; and,

WHEREAS, North Carolina General Statute § 160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to a nonprofit corporation if the governing board deems the property to be surplus, obsolete, or unused; and,

WHEREAS, the County of Beaufort has determined that the personal property described above is surplus, obsolete, or unused; and,

WHEREAS, the County of Beaufort finds that the public will benefit from the conveyance of the property described above by its use as a first responder vehicle.

**NOW THEREFORE, THE BEAUFORT COUNTY BOARD OF
COMMISSIONERS RESOLVES THAT:**

1. The County Manager of Beaufort County is authorized to execute all documents necessary to convey title of a 2012 Chevrolet Silverado vehicle (VIN: 1GCRCPX7D2349851), listed as Vehicle #3200 in the Animal Services Division to the Old Ford Volunteer Fire Department.
2. The consideration for the conveyance is the public benefit obtained by its use as a first responder vehicle.
3. In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was given by posting on the Beaufort County website on August 2023, which is at least 5 days prior to the Board meeting at which this resolution will be considered.

Adopted this the fifth day of September, 2023.

[Seal]

Frankie Waters, Chairman

Katie Mosher, Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: 09/05/2023

Agenda Section: Item for Consent

Presenter: Captain Mike Gerard, Sheriff's Office

Agenda Title: Surplus – Sheriff's Office

Summary of Information: The Sheriff's Office requests the surplus of the following vehicles:

3261	2019 Dodge Charger	87,818 miles	3,919 engine hours	2C3CDXKT9KH749691
	(wrecked)			
3224	2016 Dodge Charger	164,331 miles	4,888 engine hours	2C3CDXAT1GH307643
3204	2015 Dodge Charger	157,287 miles	6,114 engine hours	2C3CDXAT3FH875360
3210	2015 Dodge Charger	162,566 miles	5,376 engine hours	2C3CDXAT1FH880833

Submitter Recommendations/Motions: Staff will follow the direction of the Board.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Topic Item for Consent

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

Agenda Title: Assessor Office Refunds Over \$100

Summary of Information: Staff is requestion the Board to approve the Tax Assessor and Tax Collector refunds Over \$100 as presented.

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

Attachments:

1. TR406A Refunds Over \$100 Assessor's Office
2. Vehicle refunds over \$100
3. Collector Refunds

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	Refund(Authorized)	Refund Amount
928348	RICK THOMAS STEWART	19 BEACH RD SOUTH BELHAVEN,NC 27810	Refund on Bill # 0009548986-2023-2023-0000-00	DPCADJ	8/14/2023 7:00:14 PM		58.09
929148	PAMLICO COUNTY TAX COLLECTOR	202 MAIN ST BAYBORO,NC 28515	Refund on Bill # 0009547651-2023-2023-0000-00	DPCADJ	8/21/2023 7:00:09 PM		410.13



North Carolina Vehicle Tax System

AUG 1 - AUG 24 2023

NCVTS Pending Refund report

Payee Name	Primary Owner	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Total Change
BRABBLE, ANNA GALE	BRABBLE, ANNA GALE	Refund Generated due to proration on Bill #0073800285-2023-2023-0000-00	Vehicle Totalled	08/17/2023	G01	Tax	(\$341.00)	(\$341.00)
					C01	Tax	(\$316.45)	(\$316.45)
					C01	Vehicle Fee	(\$5.00)	(\$5.00)
								\$662.45
FLANNELLY, IRENE VARA	FLANNELLY, IRENE VARA	Refund Generated due to adjustment on Bill #0073784052-2022-2022-0000	Situs error	08/09/2023	G01	Tax	\$0.00	\$0.00
					C01	Tax	(\$147.67)	(\$147.67)
					C01	Vehicle Fee	(\$5.00)	(\$5.00)
					F63	Tax	\$10.44	\$10.44
					ER	Tax	\$12.73	\$12.73
								\$129.50
JONES, DONALD RAY	JONES, DONALD RAY	Refund Generated due to proration on Bill #0069575172-2022-2022-0000-00	Vehicle Sold	08/03/2023	G01	Tax	(\$114.99)	(\$114.99)
					F63	Tax	(\$7.55)	(\$7.55)
					E05	Tax	(\$6.44)	(\$6.44)
								\$128.98
JONES, MICHAEL ELIAS	JONES, MICHAEL ELIAS	Refund Generated due to proration on Bill #0063515121-2022-2022-0000-00	Vehicle Sold	08/03/2023	G01	Tax	(\$169.96)	(\$169.96)
					F63	Tax	(\$11.15)	(\$11.15)
					E05	Tax	(\$9.52)	(\$9.52)
								\$190.63
LYON, ROCK HICKMAN	LYON, ROCK HICKMAN	Refund Generated due to proration on Bill #0055764571-2022-2022-0000-00	Processed in error	08/04/2023	G01	Tax	(\$84.96)	(\$84.96)
					C01	Tax	(\$78.84)	(\$78.84)
					C01	Vehicle Fee	\$0.00	\$0.00
								\$163.80
REID, DIMITRIUS LAVAR	REID, DIMITRIUS LAVAR	Refund Generated due to proration on Bill #0060194951-2022-2022-0000-00	Vehicle Sold	08/24/2023	G01	Tax	(\$61.13)	(\$61.13)
					C01	Tax	(\$56.73)	(\$56.73)
					C01	Vehicle Fee	\$0.00	\$0.00



North Carolina Vehicle Tax System

AUG 1 - AUG 24 2023

NCVTS Pending Refund report

SMITHWICK, BRYAN WILSON JR	SMITHWICK, BRYAN WILSON JR	Refund Generated due to proration on Bill #0041157703-2022-2022- 0000.00	Vehicle Sold	08/17/2023				\$117.86
					G01	Tax	(\$113.54)	(\$113.54)
					F61	Tax	(\$10.90)	(\$10.90)
								\$124.44
								\$1517.66

Report Parameters:

Refund Status:

ONHOLD

Default Sort-By:

Refund date, Refund Recipient Name, Refund Recipient Address

Trans #	Refund Recipient Name	Refund Address	Refund Description	Refund Amount (\$)
925739	RUTH LOIS PEADEN EDWARDS	4508 FORESTDALE RD RALEIGH,NC 27603	Overpayment on Payment of CHECK on Bill # 0000044321-2023-2023-0000-01 of	230.57
926571	REDEMPTION TABERNACLE CHURCH OF PENTECOSTAL FAITH,	CLINTON EARL TETTERTON 315 N BONNER ST WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000039300-2023-2023-0000-00 of	168.41
927077	WILLIAM SHEPPARD	102 DOGWOOD TRAIL WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000050794-2023-2023-0000-00 of	100.00
927953	COMMERCIAL TRUCK & EQUIPMENT	SERVICE INC 1458 JOHN SMALL AVE PO BOX 603 WASHINGTON, NC 27889	Refund on Bill # 0000011362-2020-2020- 0000-00	294.64
928333	NORMAN A GOOCH	PO BOX 906 WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0009552120-2023-2023-0000-00 of	100.00
928544	CHARLES A LEWIS,JR	5245 COUNTY HOME ROAD WINTERVILLE,NC 28590	Overpayment on Payment of CHECK on Bill # 0000027072-2023-2023-0000-00 of	178.94
928544	CHARLES A LEWIS,JR	5245 COUNTY HOME ROAD WINTERVILLE,NC 28590	Overpayment on Payment of CHECK on Bill # 0000027071-2023-2023-0000-00 of	2,917.85
928815	PENNY COWARD	70 WARF DR WASHINGTON,NC 27889	Refund on Bill # 0009542792-2020-2020- 0000-00	154.14
928816	PENNY COWARD	322 TYLER ST WASHINGTON,NC 27889	Refund on Bill # 0009542792-2020-2019- 0000-00	195.87
928817	PENNY COWARD	322 TYLER ST WASHINGTON,NC 27889	Refund on Bill # 0009542792-2020-2018- 0000-00	182.89
929148	PAMLICO COUNTY TAX COLLECTOR	202 MAIN ST BAYBORO,NC 28515	Refund on Bill # 0009547651-2023-2023- 0000-00	410.13
929230	ELIZABETH ANNE BROWN	103 MAGOTHY LANE CHOCOWINITY,NC 27817	Overpayment on Payment of CHECK on Bill # 0000037782-2022-2022-0000-00 of	1,971.15
929326	ELIZABETH ANNE BROWN	103 MAGOTHY LN CHOCOWINITY,NC 27817	Overpayment on Payment of CHECK on Bill # 0000007226-2022-2022-0000-00 of	280.02



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Consent

Presenter: Brad Hufford, Economic Development Director

Agenda Title: NC Commerce Building Reuse Grant Resolution

Summary of Information: Elite Truck Boxes, LLC a company located in Washington NC has purchased a new building to house their headquarters and offices. The company committed to invest \$2.1 Million in real estate and business personal property and create 31 new jobs over a two-year period. Staff of Beaufort County Economic Development along with the Economic Development Partnership of North Carolina (EDPNC), pursued a building reuse grant from the NC Department of Commerce.

On January 9th, 2023, at the regular scheduled Commissioner's Meeting, a closed session was held for economic development where department staff briefed Commissioner's on the confidential project and explained the grant requirement to provide 5% local matching funds. The City of Washington agreed to split the cost of the matching funds with each providing 2.5%.

On June 15th, 2023, The Rural Infrastructure Authority of NC Department of Commerce approved a building reuse grant for Elite Truck Boxes, LLC/Project Sprinter. The project was awarded \$200,000 with Beaufort County and the City of Washington agreeing to provide the required 5% funds. With both local governments agreeing to split the matching funds required in the amount of \$5,000 each.

In order to accept the grant and enter into a contract, NC Department of Commerce requires a local government resolution in support of the funding request on behalf of the Company.

Submitter Recommendations/Motions:

Staff recommends approving the resolution in support of Elite Truck's application to the NC Department of Commerce Building Reuse Program.

Attachments:

**AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT
NC BUILDING REUSE AND RESTORATION GRANTS PROGRAM**

WHEREAS, the Department of Commerce Building Reuse and Restoration Grants Program of North Carolina is designed to assist with renovation of buildings; and

WHEREAS, the County of Beaufort is engaged in activities to assist local industries to increase the number of jobs in the area; and

WHEREAS, the County of Beaufort intends to request grant assistance from the Building Reuse and Restoration Grants program for Elite Trucks LLC, a local company; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BEAUFORT COUNTY BOARD OF COMMISSIONERS, that the County will provide 2.5% of the grant amount for the renovation project, if approved for the grant. The City of Washington will provide the additional 2.5% grant amount.

That the grantee, with assistance from the County and the grant administrator, will provide for effective administration, implementation and operation/maintenance of the project.

That the Chairman is hereby authorized to execute and file an application on behalf of the County of Beaufort with the North Carolina Department of Commerce.

That the Chairman is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce may request in connection with the grant application and project; to make assurances as contained above and to execute such other documents as may be required in connection with the application.

That the County of Beaufort has substantially complied or will substantially comply with all Federal, State, and local laws, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 5th day of September 2023.

**BEAUFORT COUNTY
BOARD OF COMMISSIONERS**

Frankie Waters, Chairman

ATTEST:

Katie Mosher, Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

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 August 7, 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, August 7, 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 Richardson 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

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

Child Support Awareness Month Proclamation

Ms. Tammy Pearson said thank you all for allowing me to be here today, it's an honor to be here. She said a little history about Child Support Awareness month, in 1995 President Clinton proclaimed August to be Child Support Awareness month. She said 28 years later we still recognize Child Support Awareness Month in August. She said Child Support Awareness Month is a great opportunity to ensure programs are in place and ready to assist in this critical area of need for all families. She said we know that support is more than just money, it includes advice, care and love. She said we're thankful for those parents doing their part and we are thankful to the Commissioners of Beaufort County, North Carolina for the proclamation recognizing August as Child Support Awareness Month. She said I'd like to read the proclamation now. She then read the following:

WHEREAS, Beaufort County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Beaufort Counties families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in State Fiscal Year 2022-23, more than \$3.9 million in child support was collected from parents of Beaufort Counties children, and

WHEREAS, there are nearly 2,423 child support orders in place, working to ensure that more than 2,701 children receive financial support from their parents: and

WHEREAS, the court must order either parent to obtain and maintain medical health insurance coverage for a child if it is actually and currently available to the parent at a reasonable cost.

WHEREAS, Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future: and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel, and child support professionals work to establish and enforce child support orders for Beaufort County children, one of our counties most vital resources.

NOW, THEREFORE WE, the Beaufort County Board of Commissioners, do hereby proclaim August 2023, as "CHILD SUPPORT AWARENESS MONTH" in Beaufort County, and commend its observance to all citizens.

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

Service Awards Presentation

Mr. Brian Alligood said the Human Resource Director is not feeling well this afternoon so I'm going to take that on for her. He said a couple of employees we'd like to recognize; the first employee is unfortunately not able to be here tonight is Ann Harrison who's served the County in the Health Department for 15 years. He said we certainly want to thank her for her dedicated service and commitment to the County. He said our second employee who this Board is very familiar with and work closely with for the last 25 years, Ms. Kellie Hopkins with Elections.

Chairman Waters said congratulations Ms. Hopkins.

Public Comments

Chairman Waters said we have no one registered for public comments.

Legislative Updates from Elected Officials

Chairman Waters said I do not see our legislators here.

Items for Consent

1. Surplus, IT – Charles Parker, EIS
2. Surplus, Register of Deeds – Carolyn Garris, Register of Deeds
3. Budget Amendment, Health Dept – JaNell Octigan, Health Director
4. Health Dept Fee Revision – JaNell Octigan, Health Director

5. Board of Health Reappointments – JaNell Octigan, Health Director
6. Budget Amendment, DSS – Kelly Smith, Social Services
7. Postage Contract, DSS – Kelly Smith, Social Services
8. Tax Office Refunds – Lloyd Salter and Wyn Kinion, Tax Office
9. Workforce Development Reappointment – Katie Mosher, Clerk to the Board
10. Minutes Approval – Katie Mosher, Clerk to the Board

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Public Hearing – Road Naming – Alphin’s Landing

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

Mr. Joshua Hollis said the first petition to name a private road was submitted by Kenneth Alphin and he wants to name an existing private drive of approximately 50’. He said the petition is being submitted due to a pending application for an address for that parcel that is currently being served by an unnamed road. He said the County’s Road Naming and Addressing Ordinance currently requires that the road be named in order for the address to be given. He said a notice of public hearing was sufficiently advertised. He said the advertisement was posted in the Washington Daily News for two consecutive weeks on July 26th and August 2nd. He said a notice of public hearing was also posted in the Beaufort County Courthouse 10 days prior to the day of this hearing. He said the County’s ordinance requires the applicant to supply three proposed road names. He said those suggested were Alphin’s Landing, Connies Landing and Brian’s Landing. He said after comparing with the existing road names in the County’s data base staff determined the applicants first proposed name, Alphin’s Landing does not duplicate any existing road names within Beaufort County nor do any sound-alikes and we recommend approval of the first proposed name, Alphin’s Landing.

Chairman Waters asked if anyone would like to speak.

No one asked to speak.

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

Motion: Vice-Chairman Langley motioned to approve naming the road Alphin’s Landing. Commissioner Walker seconded. The vote was unanimous.

See Addendum 2

Public Hearing – Road Naming – Dusty Creek

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

Mr. Hollis said the second road name petition is a similar situation with it needing an address for one of the parcels that is currently being served by the unnamed road. He said again this was sufficiently advertised in the same fashion as the prior. He said the petition for this one was signed by more than one individual as more than one individual owning land along this road. He said the ordinance requires that 75% of the person owning property sign off on this. He said the three suggestions were Dusty Creek, Shady Trails and Dusty Trails. He said staff has determined the applicants first proposed name, Dusty Creek, does not duplicate any existing road names in Beaufort County, nor are there any sound-alikes and we recommend approval of the first recommendation, Dusty Creek.

Commissioner Richardson said it says Dust Creek is the first name, Dusty Creek is the third name.

Mr. Hollis said for the record Dusty Creek should be the first one and that was the one we recommended approval of.

Chairman Waters said so it's not Dust its Dusty, okay. He then asked if anyone would like to speak.

No one asked to speak.

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

Motion: Commissioner Rebholz motioned to approve naming the road Dusty Creek. Commissioner Booth seconded. The vote was unanimous.

See Addendum 3

Ordinance Enforcement Update, Penalty Section

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

Mr. Hollis said this one is a few clips of excerpts from the following development related ordinances that we have, which this bill pertains to. He said the bill requires the removal of all criminal penalties that are mandatory for the development related ordinances within the County. He said this is bill Senate Bill 300 passed in 2021 and the following excerpts, as you can see, are headed with the actual ordinance which it pertains to so this involves the manufactured home and trailer park ordinance and the article and section number for which it comes from. He said the solar energy facility ordinance and we also have an excerpt at the back which includes the actual decriminalization portion of the bill which it is pertaining to. He said it's just removing the misdemeanor aspect from the following development related ordinances which the county has. He said there really isn't much to that in terms of any additional language, it's just more the removal of the misdemeanor in the current development related ordinances that we currently have and staff recommends approval of the recommended changes that pertain to the individual ordinances listed.

Chairman Waters asked if there was anyone in the audience that would like to speak.

No one asked to speak.

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

Motion: Vice-Chairman Langley motioned to approve the changes to the ordinances as presented. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 4

Disability Retirement Health Insurance Policy Change

Mr. Brian Alligood said I call your attention to page 94; this is in regard to disability retirement and the county paid health insurance coverage. He said the way our current, as we were looking over the personnel policy with some recent things our current personnel policy does not address adequately the provision for health insurance for those who retire on disability. He said the State of North Carolina, if you qualify for disability under the State of North Carolina Retirement plan it is a fairly liberal retirement plan. He said when they look at you the essentially determine you are unable to do the job which you are assigned. He said it doesn't necessarily mean you couldn't do something else but they view that, the medical board views that as do you have the ability to do the job you're currently in. He said in looking at that the recommendation based on other agencies we work with and their policies, is that the Board consider amending the personnel policy to read that if you retire, if you qualify for retirement under disability under the State of North Carolina, or the LGERS plan, which we're a part of, then the County will pay your health insurance for up to two years while you file for disability, file for social security disability because social security disability will pick that up if you are found disabled. He said you file for that, typically it takes two years for that to go through. He said what we have found is that without that provision you may have an employee where they may be at an age where they could do other things but we're paying their health insurance until they reach Medicare, which is the way your policy is written. He said we had a conversation with our HR attorney, along with the county attorney who both advised us that because this is considered a vested right under case law that if you approved this change you would need to make it affective for any employee that is hired starting after you do this. He said so anyone hired prior to your action is still covered under your existing policy but because it is a vested right it would only apply to newly hired people starting tomorrow. He said essentially it says the County will continue to pay the health insurance for that employee for two years while they file for social security disability.

Chairman Waters said the change does not affect any existing employees; this is just going forward.

Mr. Alligood said that's correct, it is considered a vested right and as such it only, the change only applies to employees that are hired after tonight.

Mr. Alligood said there was one more piece on this that was put in the very last paragraph that we recommend that you add to the personnel policy that someone who retires on state disability who already has state health insurance then we're saying we're not paying their health insurance because the State of North Carolina picks up their health insurance. He said that was not clear in our policy and we didn't want to get caught where it says we may as well so you'll see in the last piece the county will not provide hospitalization insurance for employees retiring on disability who have earned the State Health Plan through employment with the State of North Carolina. He said we just don't want to have two out there.

Commissioner Booth said so what you're saying is somebody who is hired after today and they are on medical disability but can't do the job, say he was a ditch digger and you can find him something to do in your office he's got to take that job or we don't pay his insurance, is that what you're saying.

Mr. Alligood said no sir, that's not what I'm saying, I'm saying that the State of North Carolina Disability is fairly liberal and it allows, it looks at you doing your individual job. He said what we're saying is if that person goes out on disability and is deemed disabled then they would need to then also apply for social security disability benefits and we would, the county would provide health insurance for them up to two years because it typically takes up to two years for that process to go through and then if they were considered disabled by the social security system they would receive Medicare.

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

See Addendum 5

Solid Waste Ordinance Update

Ms. Christina Smith said we've both worked on this item a lot, obviously it's ten pages, quote a bit of verbiage. He said on this one Mr. Overman will be taking the lead on this one.

Mr. West Overman said regarding the solid waste ordinance we have discussed for several months now, first and foremost I'd like to point out that what we have done on the request for language about junk vehicles and abandoned mobile homes, we decided to present this in the form of three different ordinances. He said we feel like with the differences and some of the language it's better suited for us to do that, especially when it comes to some of the penalties and everything. He said that's the reason why you don't have that as part of your Chapter 52 Solid Waste Ordinance that I will be talking about primarily tonight. He said we do have some language for those, Ms. Smith will talk about those I believe. He said I want to go through; I hope you've all had a chance to read it. He said enforcement and penalties were a little bit newer, I hope you've all had a chance to look at that. He said what I want to do is hit some of the highlights, I don't want to go over it word for word and I don't think any of you would like me to do that either. He said just in general, some of the definitions we have included in this document, we're attempting to be very clear about what some of these terms mean. He said we've had definitions for words in the definitions and we want to make sure whatever we define is clear to whoever is reading this document. He said we're trying our best to use simple, everyday language versus things you get from a legislature, we want to make it easy for everyone to understand. He said we've also attempted to make sure our language concurs with the North Carolina Department of Environmental Quality language as well as other Beaufort County ordinances that are out there that we've gone and reviewed. He said it's already here if that definition fits lets continue to use that definition versus reinventing the wheel for what we're doing here. He said the next big section would be the annual solid waste fees. He said what this section does now is it pretty much describes our current method for assessing and billing these fees. He said with the revaluation that is currently in process we do anticipate this section of the ordinance will change once that assessment is complete. He said we hated to do something we're going to have to change in two years but with the availability of some additional information that we've been told by the Tax Assessor that will be involved with the revaluation we think we'll be able to better come up with a way of assessing these fees appropriately and billing them correctly so we do anticipate in two years, two and a half years, whatever the date is on that, I can't remember, we will be back with some updated language for this ordinance. He said we think what we'll be able to do is we'll be able to have some separate fees for different types of services. He said some entities may not take part in some of our services but they still need to pay for what they have the availability to utilize, whereas if they can't use a portion of it they shouldn't have to pay for that. He said like I said, a couple of years down the road we anticipate coming back with that. He said the next big change is we would like to start licensing, a privilege license for household solid waste collectors for those that utilize the County's account at Republic Services transfer station. He said this will allow us to regulate the procedures and practices of these companies to make sure they're complying with our regulations for what we're billing for and then if they're not doing something right we have the ability to say your processes are not intact, therefore you can no longer use the county's account. He said let's say we find out that John Doe's collection service is out there collecting commercial waste, which hasn't been assessed a public waste fee and he's going to the transfer station and saying he's got residential waste and it's being billed back to those who are paying the annual solid waste fee that would give us the right to say we've inspected it, we found it to be commercial waste and you can no longer continue to use the county's account. He said that would be a new process under this ordinance. He said obviously it goes into much more detail than what I just did but for the sake of time we won't delve too far in. He said there are a couple of items in that section that we would like some direct feedback and that can be tonight or via email or something, one we have a clause in there and a lot of this is language we found in other ordinances that we thought would be a good fit. He said it may not be if that's what you all determine. He said licensed solid waste household collectors shall remove garbage and refuse from the premise of their customers; we currently have in there at least once a week. He said if that is something you wish to keep in that ordinance we would like you all to have input on that final frequency. He said is at least once a week appropriate, is it appropriate to have it in there at all, thoughts on that.

Commissioner Richardson said I think it's appropriate to have it in there but I have a problem with premises because where is the pick-up point. He said we've gone through this back and forth, they're going to go to the house and pick it up or require them to do that. He said I think there should be language in there about designated pick up point or some language that keeps them from having to go into the backyard and get it.

Mr. Overman said okay. He said if we do not hear any other comments we will consider that part of the language.

Chairman Waters said I think by consensus at least once a week.

Mr. Overman said the next point in that section, item G we have licensed household collectors shall schedule normal collections between the hours of, currently listed, 6:00 AM and 9:00 PM. He said this is in reference to some situations where we've been alerted to collectors picking up at 3:00 AM making a lot of noise and disturbing the neighborhoods. He

said again, we're seeking the Board's direction if this is something you want to include let us know and if not let us know that. He said if you do want to include it we'd like to have input on specific times.

Commissioner Richardson said I don't have a problem with that but I think we need to leave ourselves an opening and we should say unless other times are designated by the director or whoever because you never know when you're going to get into a situation where you need to collect it in the middle of the night but I think we need to leave that up to someone who can make that decision and then they can collect it in the middle of the night.

Commissioner Deatherage said I think it's imperative that we stress to collect after 6:00 AM if at all possible so people can have quiet enjoyment where they live, it would be a benefit we give County citizens that some places in the City do not get.

Chairman Waters said on page ten at the very top, what they're proposing is 6:00 AM up to 9:00 PM.

Commissioner Richardson said it's my understanding it's locked in, they can't get it before six in the morning or after 9 at night but what I was suggesting, let's say you have a hurricane and people couldn't get out for a week then we need special provisions so you come up with the language that allows emergency or unusual conditions. He said I don't think it needs to come to the Commissioners to make that decision.

Ms. Smith said language currently says that waste collectors shall schedule normal collections between the hours of 6 and 9. She said we could add an additional sentence that says please notify the county if it's required to do something else outside those hours.

Commissioner Richardson said I don't think giving us notice that they're going to do it solves the problem. He said I think permission or direction or approval is required. He said I don't want someone to notify us that they're all of a sudden changing that they're collecting trash, we need to, the director needs to make that decision or the Manager or somebody.

Mr. Allgood said I think the language could be something as simple as unless approved by the county in advance.

Commissioner Richardson said that's fine.

Ms. Smith said I would ask for direction that you're only saying extreme circumstances is when it would be allowed to be before 6 AM.

Commissioner Richardson said that's right.

Commissioner Rebholz said I'm speaking from personal experience, during the middle of the summer when it's hot he starts, he's in our neighborhood 4:00 AM because they're getting beat up at 4 in the afternoon.

Ms. Smith said that's why I was asking, is that considered an extreme circumstance. She said I do know during the hot part of the year that's when people do get out early because they're trying to beat the heat.

Commissioner Rebholz said just listen to the news, they're telling people to start early if they're working outside right now.

Ms. Smith said we just need specific direction from the Commissioners. She said do they start before 6 or are they not allowed.

Commissioner Rebholz said I don't know. He said do you want them all calling you every day during the summer.

Ms. Smith said we're receiving phone calls, we're receiving calls from residents but we also receive calls, we understand the business owners and we understand why they're out there working. She said when we're reading meters we have people out as soon as the sun comes up but our vehicles are not as loud so we don't have to deal with that. She said I do understand where the companies are coming from but again I can see both sides. She said we just need to know what you want.

Commissioner Rebholz said I personally object to having a 6:00 AM minimum.

Vice-Chairman Langley said what do you think of one hour before sunrise.

Commissioner Rebholz said it wouldn't get done in the winter.

Chairman Waters said can we come up with some language that gives Mr. Alligood and Ms. Smith the ability to change that if it's requested.

Mr. Alligood said I think there's a possibility for doing that. He said it's whether the Board wants to say yes, we agree with that and if our decision is if the heat index gets to a certain level we are allowed to go work as early as you need to go to work and the Board says we get that, we understand that and staff is not going to get berated for it.

Commissioner Richardson said you're perfectly capable of developing the parameters of which this may apply and there's unknown parameters out there that none of us are seeing, which you may still want to do it, like a hurricane. He said you don't want to get locked into something that's going to be a problem down the road, you need some discretion. He said I don't care if the discretion is there and if you want to have guidelines I don't care about that either.

Chairman Waters said right now we don't have any restrictions on the time. He said do we need a straw vote on the time. He said I think if you guys get to the point where it needs to be changed or you need some help you can come back to us on the time.

Commissioner Richardson said I just think they need the discretion. He said they know what they're doing, they know when the conditions are bad. He said you don't want the public to have to come to the Commissioners meeting saying the trash needs to be changed. He said that's not a Commissioners decision, that's a commonsense decision that either the manager or the director should be able to make and as the manager suggested you can write up some parameters, don't ask us because the answers no. He said we're running the county and we don't need to lock ourselves into something where we're going to have 25 people in here saying we need the trash picked up., that's making our problems worse.

Chairman Waters said do we have four more people who want to change the time.

Commissioner Walker said I can see where it needs to be lowered. He said you've got all kinds of noise out there. He said you've got house framers, you've got roofers and at certain times of the year they are going to do it, or need to do it the earlier the better as long as they can see. He said I don't think it's going to be an issue in the winter time, they're not going to get up when it's frosty and start driving that trash truck around so I think it's going to be specific and if there's a heat alert that's something you can tell somebody that calls in yeah, they were picking up at 4:00 AM because there's a heat alert and we allow it. He said however you word it I could see where that's important. He said I hear them too at 3 in the morning but it's not a bother, I know why they're there.

Chairman Waters said have you got a consensus.

Mr. Overman said it seems to me that dealing with, the issue would be dealing with the environmental issues or the heat. He said is there anything other than that to not go for that.

Commissioner Richardson said that's why we want it open ended.

Commissioner Rebholz said they may need to work; they may have a staffing shortage and they're working 12-hour days or 14. He said I'm sure their customers would rather have them pick up at four in the morning than not pick up at all.

Commissioner Walker said that happens now with grass mowers. He said right now grass is growing like crazy so they're cutting it whenever they can.

Ms. Smith said we understand that this is something that has been discussed, there have been discussions with you as well and I know you've received complaints. She said we just want to get it out into the open and see what was the pleasure of

the Board. She said again, we understand the concerns of both parties and we wanted to see if that was something the Board wanted to include in the ordinance or not include in the ordinance.

Mr. Overman said the next few sessions essentially talk about basically what we do now and get it in writing so we have something that's enforceable. He said there's not a lot earth shattering in there but it gives us something to go back and when we get to the penalties we have something to point to and say this is our ordinance, it's in section so-and-so and this is the penalty associated for violating that. He said I'm not going to spend a lot of time in either of those sections unless there are questions. He said I'm going to move on to enforcement and penalties.

Commissioner Richardson said I have one question. He said I understand that the ordinance is broad enough that we can clean up the roadside, certainly if people dump trash on the roadside but if, one statement says in there that all properties in Beaufort County so if we need to we can go onto private property and clean it up.

Mr. Overman said I believe that gives us the latitude to do that, it would certainly be at the Boards direction.

Ms. Smith said if certain conditions are met. She said the first step is not to go and clean the property. She said the first step is to request the property owner to clean the property. She said the standard language is if it's a health hazard, the same conversations, it more clearly outlines what is allowed and what is not allowed and stockpiling trash on your property is not allowed.

Mr. Overman said questions before enforcement.

Commissioner Booth said what section are the old cars in.

Mr. Overman said that's in a separate ordinance that we decided to break out from this based on the differences and the language.

Commissioner Booth said we shouldn't be going on private property, I just have a problem with that.

Mr. Overman said again, that would all be after a process. He said if there's no cooperation there and it's deemed something the Board feels is necessary that would be at the direction of the Board. He said enforcement., that's a section you may notice has a little bit of nonspecific language. He said that is partly due to the uncertainty to what the desired staffing of enforcement is going to look like. He said are we going to, down the road, are we going to have an enforcement officer, we don't know but what we've done is we've tried to write the section so it applies to different options that may happen whether it's myself, Ms. Smith, if the Sheriff's Office is responsible for enforcing this, or the Health Department has some part in this as well. He said we've tried not to say enforcement officer, we've tried to stay more generalized so we have more leeway when it comes to when those decisions are made. He said enforcement, letter 'C', we have put in the option, I will say, we may issue a warning letter or warning citation. He said the reason for may is there may be situations that warrant a warning. He said let's say someone has something that blows out the back of their truck, they made an attempt to secure their stuff and it came out, versus someone who made no attempt to secure their load and two or three bags fell out, we could say well, you made an attempt and this warrants a warning for this and maybe next time you'll do a little better whereas if you made no attempt, clearly in violation of the ordinance then maybe a warning is not warranted for that situation. He said severity, intent, level of cooperation could all factor into the decision on who's writing that letter or that warning citation. He said the next section of that goes into we do have a provision in here where we would allow a violator to some type of remedial clean up activity at the discretion of Ms. Smith or myself. He said if it's something we feel like the person can go out and clean up and remove the violation then we can allow that but if there's some other complication that restricts that, maybe it's a safety issue, this person cannot go out there and clean up then maybe we wouldn't allow it.

Commissioner Walker said that being said, who's responsible if this person were to go out and get hit by a car or something like that.

Mr. Overman said I believe that would go back to our liability section.

Commissioner Walker said are they going to be monitored or wear a vest, none of that.

Ms. Smith said none of that is listed in the ordinance. He said if they want to do it, we took it from the Board, the previous actions regarding Magnolia School Road we were told to go investigate and give them the option to go and pick it up and that's why we didn't include that in this ordinance because we thought that would be the pleasure of the Board.

Commissioner Walker said are there any trash enforcement officers in any of the counties around us.

Ms. Smith said yes sir.

Mr. Overman said are there any questions about enforcement before I move on to penalties. He said what we've done in the penalty section is give the County rights to take any one or more of the actions that we've spelled out in this section. He said part of this came from the conversations we've had with the School of Government; I'll get into that more a little later. He said we have denial of use. He said if there's something they're doing we can deny them from using that service and therefore have them find a different service to use. He said recovery of cost so if we have to spend money remedying what this violator has done we can go out and recover the cost from the violator in any nature like a normal debt. He said what we've done, like in the situation where we are cleaning up accumulated waste on a property, our first attempt would be to hold the person responsible for the clean-up. He said the originator of the waste where we go out and find addresses and names and anybody that has had possession of that waste at some point could be held responsible for dumping that waste where they were not supposed to dump it. He said in the event where the owner cannot be found and waste just accumulates on a property, that would be where it would become the responsibility of the property owner to take care of that waste and if the County has to go in and take care of that we would put a lien on the property to get it cleaned up. He said so those are two options we've built in for recovering costs. He said the next section goes into civil penalties and criminal penalties. He said we met with a couple of attorneys from the School of Government in relation to what you heard just a few minutes ago about removing criminal penalties from the development ordinances. We've been advised that our ordinance does not fall under that guideline so criminal penalties would still be appropriate for what we're doing here. He said we've also been advised we can do this in an increasing severity so if we're not getting cooperation with civil penalties then we can move to criminal penalties. He said we don't necessarily have to start with criminal, we can, we can do both at the same time but we don't have to do that. He said we have learned that any penalty fees associated with this, excess fees would be required to go to the schools. He said that's why we have the recovery of cost section and we have the penalty section. He said we may have to pass the penalties onto the schools but we can recover the costs that we've had related to the clean-up. He said any questions about penalties.

No one spoke.

Chairman Waters said you've done a good job covering them.

Mr. Overman said last thing is the draft revised solid waste fee schedule. He said what this includes is, it includes our civil penalties that we've spelled out, the actual number associated with that penalty. He said we've got tiers of those penalties. He said I think Tier I is littering; Tier II scavenging like at our collection's sites, improper transportation, failure to remove solid waste from property after notification and violations of our requirements for using our collection sites and then Tier III would be illegal dumping or illegal burning of solid waste so different penalties associated with those. He said there's also, omitted by mistake we would also have the solid waste collector privilege license in there. He said our recommendation would be \$40.00 per year for that. He said there's also a line in there for uncertified scrap tires which we actually could've done before this but we're incorporating this and that would be for any tires that are brought in that are not generated in North Carolina or they're not accompanied by a valid certification form. He said I don't know how often that will happen but it's something we can do if the situation arises. He said we'll probably come up with a number for that, that we feel is appropriate. He said just to briefly mention what we see as next steps regarding this document, is we would finalize the document reflecting any changes you made tonight as well as what you tell us after the fact or call us with. He said we would anticipate including a final version in the September agenda. He said our understanding is, and Mr. Francisco or Mr. Manager correct us if we're wrong but no ordinance with criminal penalties may be enacted at the meeting in which it is first introduced so we would anticipate two readings of this ordinance before we put it into effect.

Mr. Alligood said we probably need to check that. He said I know there's a statute that says an ordinance or anything that has the appearance of an ordinance can't be passed on first reading unless it's unanimous. He said if it's not unanimous it has to come back for a second reading. He said I'm not sure about the criminal part but if it's there we'll make sure it's the same thing. He said I would make a comment to the Board if I may, especially the enforcement side of this, as you are

aware you all get calls regarding littering and things like that, we have a very large county and a county that's split by the river. He said in order for an ordinance to work and do what it needs to do and for the Board to be comfortable and put an ordinance in place that you can reasonably say to your constituents yes, we'll make that happen I would encourage you to consider applying the appropriate resources in order to support this ordinance as is needed because without it it's just paper.

Commissioner Richardson said as far as the driving force and the enforcement of this, it sounds like the burden is on the County to initiate action. He said what about a citizen, how do they make a complaint. He said do they make a complaint to you and then we pick up the ball or do we have to go out and find this on our own.

Mr. Overman said we have in here the provision of this article shall be enforced by the inspection of the property and by the observation of the person suspected of violating any of the provisions contained herein. He said that would obviously give us power to, if we see something to take action on it. He said however, I do believe if we received a complaint, following our investigation of the complaint we could then take action on it.

Commissioner Richardson said so its complaint driven.

Ms. Smith said yes, especially after the first time this is an issue because there is not adequate county resources to enforce this. She said similar to littering, there are general statutes that regulate littering but we all know no one has ever gotten a ticket so it would be the same with this. She said I would encourage everyone to read the document fully and more than once because there is a lot of information in this document that is different than how Beaufort County has conducted business in the past. She said similar to reading the Bible, do a little at a time, read a chapter each night because it's dry reading but there is a lot of information in here. She said we want to make sure that we all understand because I do believe our phones and email will come alive when this goes live so be prepared.

Commissioner Booth said the only question I have, it's a question, not a problem, is going on private property. He said at the School of Government they probably told you that nobody told them Beaufort County doesn't have a zoning ordinance. He said did you tell them that.

Ms. Smith said yes sir and actually the next two ordinances that's actually one of the things I had highlighted that each of you will receive tomorrow electronically. She said I have hard copies for you now to read and you can have it for your evening reading pleasure. She said most of these ordinances are enforced, active, and carried out by the planning and zoning department. She said much of the language we've had to revise to remove instances where the wording said when you do not comply with current zoning measures than this will occur.

Commissioner Booth said the reason I asked you is some streets you can ride on for miles and miles you'll see yards that need cleaning up or some junk that needs to be hauled off but that was the question I had that I wanted to be sure of. He said since we're a county that doesn't have zoning you just can't come to me and look in my back yard and tell me to move my car. He said that's what I was worried about but if you've got the information I will read it thoroughly.

Ms. Smith said read it and again we tried to come up with what we thought we were asked to do. She said there's one specific to manufactured homes and then junk vehicles, which when you look into the legal terms there's more than just junk. She said there's junk, there's all these different things so we've tried to address all that. She said we are providing this to you and then you can decide how you'd like to proceed. She said penalties, what's considered junk, what's not, so we are providing that to you and asking for direction because, again, we will need to enforce it and carry it out but we're just looking for direction.

Chairman Waters said let's get back to solid waste. He said any other discussion on the solid waste ordinance.

Commissioner Rebholz said when you come back next month could you come back with a plan to communicate this to the public because as you just pointed out this is a culture change and if we don't do that then you're right, we're going to light up the phones with this. He said I think you need to have a plan, much like Pitt did, to communicate to the public that there is now a new sheriff in town.

Ms. Smith said if that's the case we would be happy to do that so we will have that but again, we need to know how it will be enforced. She said we can present the rules and regulations, the ordinance as it's written, and provide that to you the best we can and get that information out.

Commissioner Rebholz said I think we probably need your recommendation on that too. He said we don't go talk to all these other counties or municipalities.

Vice-Chairman Langley said this is just a thought that came into my mind, how about if you put some signage that says on such-and-such a date the County has new guidelines governing and for more information you can go to XYZ and find out exactly what you need.

Ms. Smith said I'm sure it will be a multi-pronged approach. She said we could run a banner at the bottom of the Commissioners meeting, we have the public access channel where we can do things. She said Mr. Tester can put together a video where we can talk about that. She said we can, of course there's the Facebook page, the website page, and things like that will get the information out.

Chairman Waters said did you have anything to add to it.

Ms. Smith said just the manufactured homes and the junk automobiles. She said during the break I'll give each of you a hard copy of that and then you will have the electronic copy in your emails tomorrow. She said please review that and give us comments following the same procedures that we did with the solid waste ordinance so that if you can read it, give us some direction on how you want to move forward and then we can finalize it and bring it back.

Mr. Alligood said we will do our absolute best to telegraph this thing and make sure it's out there. He said hearing what the Board is saying and getting that information out ahead of time, what we may look at, since this is coming back at the next meeting, it may be a January 1, 2024, implementation date so we can get some good media attention on it and say we want to let you know it's coming.

See Addendum 6

Aurora Industrial Park Infrastructure

Mr. Brad Hufford said I'm here today to discuss a project I've been working on; my office has been working on and the Town of Aurora has been talking about and planning for the last seven or eight years and that is the Aurora Industrial Park. He said you guys are no strangers to it, due to your commitment to provide a loan for the land acquisition. He said I'd like to recognize Kurt Ryan with the Aurora Leadership Council who's here today and is available to answer any questions you may have and Mayor Cliff Williams with the Town of Aurora who planned to attend but he had a conflict tonight with a meeting with his town council. He said I wanted to talk a little bit about the history of the project and how we got to today with the additional funding on your agenda. He said as you will recall the Town of Aurora has suffered some economic challenges over the years with Nutrien being the largest employer in the County being located there. He said the Town has suffered some loss of jobs and residents have moved out, there's been some challenges with their downtown and the loss of grocery store and healthcare challenges recently. He said one of the things the town has done in their planning, and this was a big part of their strategic plan, was to focus on some positive wins for the community. He said the first amongst those was the development of an industrial park. He said that industrial park would help grow the tax base for the Town of Aurora as well as provide some assistance to Nutrien to provide a location for some of their contractors and vendors, a location off of their, off the Nutrien property, of their own where they can operate and be on the Nutrien grounds and may be susceptible to accidents that happen on Nutrien and its ability to operate. He said our office, the Economic Development Office of Beaufort County has been involved for several years and assisting the town in planning this industrial park. He said that is what triggered Beaufort County to loan the Town of Aurora the funds to purchase the property and that was done so in the agreement the Town must pre-sell 75% of the cost of the loan before the loan would be triggered so the project pivoted towards that effort. He said some consultants that work with the town went about trying to presell that 75% of the land cost and that has taken place with Bullhead being one of the suppliers to Nutrien, as well as Beaufort County Community College has committed to building a satellite building in the industrial park, as well as the Aurora Fire Department that would purchase a lot and expand in that. He said in that interim period when they were trying to sell the

75% we went about planning and reaching out to funders and in 2019 the North Carolina Department of Commerce utility account that's under the Rural Infrastructure Authority, awarded initial funds of \$750,000, and that was done in conjunction with the Golden Leaf Foundation that provided \$200,000 in funds. He said those funds would be used for planning, hiring a civil engineer for the planning of the industrial park, understanding all of the due diligence that would be needed and the required permits that would be needed for the infrastructure for the industrial park. He said that \$200,000 that was awarded in 2019 has been used to fund the work of our civil engineer and we've been having meetings every week with a stakeholder group around the Aurora Industrial Park since I've been in my position. He said once we hit that threshold, the town did, of hitting that threshold of 75% in sales we were ready to move forward with the grant. He said we knew through the civil engineer and others that the cost of construction had increased significantly and this, again, was prior to 2019 when the initial funds were provided. He said a variety of factors went into why those costs were higher so what we did was decided to go ahead and put it out to bid to understand what those costs really were by an actual contracting firm that would be doing the work. He said the bid was put out in October 2022. He said at that time we identified a large gap in our funding. He said roughly we thought \$1 million was going to be enough to get this project done and when we put it out to bid it was closer to \$2 million. He said we started to look at where we some additional funding sources. He said we approached the original funders, which were the North Carolina Department of Commerce, and started lobbying them to provide an increase grant amount to make this project happen. He said we also approached the Golden Leaf Foundation in that regard and both of them, in separate grant awards have awarded additional funds for this project. He said the North Carolina Utility Account provided an additional \$500,000 and also Golden Leaf provided an additional \$500,000 in support of the Community College Satellite facility and those were awarded directly to the Town of Aurora. He said in executing those grants and moving forward the Golden Leaf Foundation, in part of their paperwork, identified a uses and sources of funds and we identified that there had been a gap of about a little over \$150,000 identified and that we would need to plug that hole from some source. He said that's what has arrived now. He said we've got everything we need to move forward with construction of the project but we are short an amount that roughly an amount of around \$200,000 would give us enough leeway to make sure that gets done. He said the Town of Aurora and the Aurora Leadership Council would mention that this is a project that is fundamental to their growth and revitalization of the town. He said they feel like the town's industrial park would help increase the tax base of the Town of Aurora. He said it would help assist Nutrien, it would also help diversify the economy of Aurora, it would help with increase in the housing demand that is around the area, it would also help with the recruitment of a grocery store and healthcare facilities and certainly help with their educational aspirations with the Community College satellite being located in town. He said the amount that has been appropriated for this project to date is \$1,950,000 and that's the funds that are basically waiting in limbo for us to move forward. He said the Community College as well, they have been appropriated funds for this project and it's waiting on go so what we've done is the Town of Aurora wanted to put on the agenda a request for funds for a gap and we wanted to submit that and hear from you what you think would be the appropriate course of action to help fund this gap. He said I'm happy to answer any questions you have about the project and certainly offer Kurt Ryan's expertise from the town's perspective on anything that you may need answered.

Chairman Waters said I'll start. He said to me we're looking at two separate projects. He said we're looking at the purchase of the land and what it takes to do that part and then we've got the infrastructure. He said once you, what I'm getting out of it is the construction cost is \$1,968,000 and the engineering cost is \$200,000 and \$100,000 has already been spent.

Mr. Hufford said yes sir. He said back in 2019 the Golden Leaf grant that the Town received went to pre-construction work and that grant amount had been \$200,000 and we really have been spending that money and being funded through Golden Leaf on a draw down on that grant and so there's some funds still pending in that grant amount. He said we haven't spent all of those funds and so those funds would be, there's still some work that needs to be done and paid for so the remainder of those funds we've been told we can apply towards the actual cost of infrastructure and so that's the \$1.9 figure that you guys have.

Chairman Waters said the \$200,000 that you're asking the Commissioners to consider really all goes to the infrastructure side of the equation.

Mr. Hufford said yes sir, for the cost of the infrastructure.

Chairman Waters said is it true that Golden Leaf and Commerce says Beaufort County does not have any skin in the game.

Mr. Hufford said when we've gone through our funding we've made sure they're aware the loan itself for the land acquisition was funded through Beaufort County so that's certainly been the County's financial commitment up to date, plus the time and work from the Economic Development Office.

Chairman Waters said they're looking at the loan as not a commitment. He said it gets the land but it's not money that goes into the infrastructure or the project like the State is doing and Golden Leaf.

Mr. Hufford said the land acquisition covered through the generosity of the previous Commissioners that approved that. He said right now our gap is in funding the infrastructure and really wanted to put that forward at your decision how best to do so.

Commissioner Rebholz said can you refresh us on what the original commitment from Goldenleaf was and NC Commerce was before the construction cost were given.

Mr. Hufford said \$750,000 was awarded by the NC Dept. of Commerce originally and \$200,000 from Goldenleaf. He said at the time I believe it was estimated that the cost would be about \$1 million, a little bit less and that included the civil engineering work that needed to be done by the consultant.

Mr. Alligood said the packet that you have in front of you on page 2 lists all that funding.

Commissioner Rebholz said part of the Goldenleaf went to the engineering, not the actual build of the construction so that's really where the shortage came up.

Mr. Hufford said yes, we really didn't know what those construction costs would be until we got those bids back first in October and then the final bids that we've done in March 2023. He said that's when we had already went to the funding sources again because we knew from that October bid that our original budget was not accurate and at that time they funded as much as they could. He said it was a challenge to get those funds secured by those two funding agencies because they are sued to funding a project once and we had to go back to them and do some advocacy on behalf of the town and the project. He said they did see fit to award an additional \$500,000 to each of those agencies.

Vice-Chairman Langley said there was never any contingency.

Mr. Hufford said on the grant, what are you talking about from the grant funds.

Vice-Chairman Langley said yes.

Mr. Hufford said they awarded those grant funds in 2019 and so they've been keeping that in reserve for the Town of Aurora since 2019 so they're a little anxious to get these funds spent and out the door and the same with Goldenleaf. He said speaking with them the funds they've allocated initially is already being spent for this project so they certainly would love to see this project move forward and for the additional funds that we're given, the additional \$500,000 we are in the process of finalizing that grant paperwork. He said we would be entering into an agreement; the town would be entering into an agreement with Goldenleaf and so they have indicated that if we are not able to secure those funds in some manner they may have to reappropriate those funds so those funds are in the hold trying to make this project move forward.

Commissioner Walker said is this project completely stopped and would this money help it get going again.

Mr. Hufford said yes, at this point we have the funds, the grant funds committed and we have a contractor that's agreed to honor the bid but we are not able to move forward unless we fill this, what we fell is roughly a \$200,000 gap, in some manner.

Commissioner Booth said you stated that you've sold 75% of the lots and the contract that you had with the County is when you sell the lots you pay the \$400,000 back yet. He said have you made a payment on that \$400,000.

Mr. Hufford said no the Town has not. He said in fact we're not actually closed on the land sales to the three entities. He said the Town has closed on purchasing the land from the original landowner and that was utilizing the funds the County had submitted.

Commissioner Booth said how did you arrive on 75% of the lots had been sold.

Mr. Hufford said they've been committed.

Commissioner Booth said is there a difference between committed and sold.

Mr. Hufford said yes, I would say so and one of the things that's held the Town back on moving forward is they have to sub-divide the parcel in order to record the deed. He said they've done that for two parcels and there's one additional parcel they to do that with.

Vice-Chairman Langley said if we were to move forward with this \$200,000 you are not coming back asking for additional money.

Mr. Hufford said that is not my intention, in fact in talking to the civil engineer and the company they say it's not necessarily rocket science what we're doing here and we don't anticipate many changes. He said we're talking about infrastructures, roadways, water and sewer and that sort of thing so there's not a lot of things that can go wrong. He said weather conditions or what have you. He said we couldn't guarantee that but we feel strongly that from the consultant that they can get this done in about 90 days once they get the green light.

Commissioner Richardson said when I came into this meeting tonight after looking at the information that was presented I intended to vote against what you wanted to do. He said I've changed my mind; I'm going to vote for it for the simple reason that this agony is finally ending. He said I am concerned that we appropriated this money as long ago as we did and the leadership in getting the project completed has simply not been there. He said being aggressive with what was touted as the future of Aurora, it's such an important project and all this sort of thing is a part of the execution and it certainly if they'd been aggressive at \$1 million it certainly wouldn't even be on the table. He said we're talking about today so I am concerned about leadership and I want to know what is the anticipated completion date if we grant you this money tonight.

Mr. Hufford said from the contractor they indicated it would be about 90-days construction timeline. He said from the time we release funds and secure and do the paperwork at the grant funding agencies we feel like it would be a relatively quick turnaround so I would say.

Commissioner Richardson said don't dig your hole to deep, I deal with contractors. He said I've got water and sewer projects that I'm working with so I know what's involved here. He said from the time that you grant the notice to proceed how long will it take for the contractor to complete.

Mr. Hufford said they say 90 days.

Commissioner Richardson said from the time that you give the notice to proceed.

Mr. Hufford said that's what they've said, yes sir.

Commissioner Richardson said that's the notice that your engineer would give to the contractor.

Mr. Hufford said yes sir.

Commissioner Richardson said again, I'm very concerned about leadership. He said Aurora has dried up probably because of a lack of leadership more than anything else. He said I've been familiar with Aurora since 1981 because I worked down there and I've seen it shrivel up, shrink, and go away. He said these things are hard to reverse. He said the sales pitch that comes along that the contractors are going to move the site out to the subdivision, the industrial site division just doesn't make sense to me from a manufacturing standpoint so I think you've got a long haul to go and the date again, three months

from the notice to proceed, let's assume that we approve this tonight and they give a notice to proceed on September 1st so we've got October, November, we're talking about a project that's going to be complete by the first of the year.

Mr. Alligood said the front end of that is there's a grievance that's got to be executed with Commerce and I don't know what timeframe that is. He said I agree with you that from the time they get execution of notice to proceed the contractor said 90 days but we're in wet season to and it is, its grading, it's putting in water lines, sewer lines, it's not difficult but it can be an issue when you get into wet season.

Commissioner Richardson said but again, I'm concerned this project has gone on as long as it has and the Town of Aurora, the people who claim they wanted this have not been aggressive in being successful with it so if it comes back I'll be voting against it and you guys have got an execution problem on your hands.

Commissioner Deatherage said for my personal understanding the lots that you say you've got commitments on, these commitments, are they predicated on the engineering, not only the engineering being done so you can ascertain the division of the lots are and record them at the courthouse which of course will elevate you to a whole other planning status but also is it predicated upon the work being done in 90 days, the utilities being put in.

Mr. Hufford said no, the commitments to purchase are firm. He said there are some additional contractors that are kind of on the fence that would like to, have expressed an interest to the consultants and the Town in purchasing the lots but we're not counting those because I think what they are saying is they want to make sure this project is going to happen and that dirt is turning before they're comfortable to committing. He said the three that we've outlined here are firm commitments.

Commissioner Deatherage said you're selling them for around \$33,000 an acre.

Mr. Hufford said yes sir.

Commissioner Booth said I'm still concerned. He said I haven't made my mind up whether I'm going to vote for it or not because basically I agree with Commissioner Richardson. He said we've been dragging this thing out since 2019. He said I don't agree with the part about poor leadership. He said I never talk about another person or municipality or another government agencies leadership but I wanted to tell you this, I know today that you're not going to be ready in 90 days if you haven't sold the lot yet because it will take that long to get the paperwork to the Register of Deeds office so don't box yourself in to 9 days because it's not going to happen. He said I really do believe that it can't happen in 90 days.

Mr. Hufford said part of the frustration with the project is we can only control the things we can control so we're trying to do our part in this and move this football down the field. He said I think we've made a lot of progress. He said I know personally I saw those initial bids and we knew those costs were way higher than the town had anticipated. He said it was a real challenge for us but once we secured those additional funds and we're so close to the finish line and that's the position we're in today. He said we're working with a team here and what they've indicated with some things that have to be done I do think that things are happening in the right direction at this point.

Commissioner Rebholz said one of the things is they couldn't sell any lots until they had ownership of the land and that just happened.

Commissioner Booth said if they get ownership today and they have to go through title searches and all of that it's going to be close to 90 days.

Mr. Alligood said to be clear there is some pre-work that's got to be done but the 90 days is from the time the contractor gets notice to proceed. He said we're not saying start tomorrow.

Mr. Hufford said the tasks I see as still needing to be performed are finalizing the grant paperwork from Commerce and from Goldenleaf and then the notice to proceed and then while that's being done the town can finalize their plats and record those and actually execute those sales and then they can pay back those proceeds back to the County, is how I see the next steps.

Chairman Waters said I'm going to call your attention to your handouts that you got in front of you. He said it says the industrial park revised. He said this summarizes the money that was done in 2019 and '23 and what the total is and if you look at 10% of that number that's \$195,000. He said I think it's coming in loud and clear from the two big ones on the infrastructure is that Beaufort County needs to have some skin in it. He said a loan enables that but we're expecting to be paid back. He said to me with this much money coming in we need to have an investment; we need to show that we're behind it in order to make it work. He said I'm opposed to doing an additional \$200,000 as a loan but I am in favor of doing \$195,000 in cash in the form of a grant. He said the thing about it is in addition to the commitment to do the college new construction, which is, I don't know if it's deeded to the college or deeded to the County and then Nutrien is putting in \$100,000 in equipment so we're getting almost \$4.6 million into that project. He said we do all kinds of things at the industrial park here in Washington to try and attract and if they need infrastructure we try to help them get it and then we have to do a match. He said we've just got through doing the Wrights Creek park and listen to this, listen to these numbers, the State is putting in \$405,000 and our County is putting in \$307,000. He said let me say it again for the public, we're putting in \$307,000 of the County's money and the State is putting in \$405,000. He said I understand where people are coming from where they talk about the drag but we're talking about an ordinance and stuff, we take forever. He said we've never addressed solid waste until now. He said I think if you start a project in 2019 and you could do it in five years I think they're doing pretty good. He said I think it's wrong for us to put in another \$200,000 in the form of a loan. He said I think we need to show that we're behind Aurora. He said our largest taxpayer is down there. He said they pay us \$7.1 million. He said in the business world you don't have to be that smart to realize that's where our biggest taxpayer is and most of this is going to benefit Nutrien. He said I'm going to make a motion that we provide a grant of \$195,000.

Motion: Chairman Waters motioned to provide a grant for \$195,000 to the Town of Aurora. Commissioner Walker seconded.

Commissioner Richardson said I have some discussion. He said I wonder what the logic is when someone comes and asks you for a loan and then you say no, I'm going to give you what you want to borrow. He said the Commissioners sitting around here at this table have a fiduciary responsibility to the taxpayers of Beaufort County to not waste their money. He said this is a highly risky project and the definition of a highly risky project is one that you have to the government and the grant agencies to get the money to do. He said if this was not a highly risky project that will probably fail in the long run, the banks and developers and everyone else would be standing in line to do it but the Chairman is trying to give taxpayer money away when we can secure it in a highly risky project. He said it doesn't make a lick of sense from the standpoint of government, from the standpoint of taxpayers and I'm going to vote against it.

Commissioner Deatherage said I agree with what Commissioner Richardson said of why would you give a grant of \$195,000 when you're only asking for a loan of \$200,000. He said I'm looking back decades I've sat up here and we've not done this. He said maybe you guys did it at Wright's Creek, I didn't vote for that but we haven't done this in an ongoing basis. He said a loan is a good faith effort on our part to advocate funds that hopefully will be restored back to the people of Beaufort County. He said I'm sure we're not charging any interest so we're at least doing that and we're helping leverage your group and Aurora to leverage the money they need to make this work. He said I can vote for this but I can't vote for granting monies that we just haven't done, or at least I haven't done since I've been up here for 22 years.

Chairman Waters said I'll remind, I think it was five years ago or less, we had a situation in Bath where the State of North Carolina agreed to lease part of the old Bath House School and we approved \$50,000 to go into that and we considered it economic development and that's the way I'm looking at this. He said this is economic development and to me we're either in or out.

Commissioner Rebholz said do either one of you want to talk about a grant versus a loan.

Mr. Alligood said I'm happy to speak to that. He said this was a staff recommendation. He said I'm sure the Town of Aurora would appreciate those funds being given to them but this was a staff recommendation based on prior understandings that we were trying to limit our exposure. He said that was why the loan was originally put together, it was put together on a 75% presale so that we would limit our exposure if it didn't happen. He said it was drug out for a while but that was just because of the times. He said the recommendation that came from staff was you have a mechanism in place to allow for that to be an additional loan and from our perspective based on history that's what we would recommend while ensuring we're limiting that exposure however it's the Boards decision, majority decision to do what you would like to do. He said I think it qualifies as an economic development project if you want to grant all of those funds to them, if you

want to grant half of it, it fits the definition of an economic development project. He said there will be return on that money and I think that you have that option.

Commissioner Rebholz said but Aurora never came in and said give us a loan.

Mr. Alligood said no sir, I think the conversation with Mr. Hufford was they were looking to the County to fill that gap and this was a staff recommendation that said we have that mechanism in place, this protect s our exposure and that was our recommendation.

Commissioner Richardson said using one bad decision to make another bad decision is not very good logic. He said just because we threw money away on the Wrights Creek project, it's going to be another dismal failure, it's going to go down just like Aurora does unless there's some really aggressive things and some good luck that happens down there. He said the County taxpayers have already wasted enough money. He said we should've been giving back for the last two years, \$5 million a year that these Commissioners have squirreled away. He said we're over taxing people now and now we're giving money. He said the old saying of tell a lie for credit when you can tell the truth for cash, that's essentially what's going on here. He said people asked for a loan and we're digging into the taxpayer's pocket and giving the money. He said that's not fiduciary responsibility at all, that is not protecting taxpayers. He said that's making another really bad decision at the hailing of taxpayer money. He said what I recommend we do is vote down this resolution, this money to give the money and bring it back up as a loan, which I said I was willing to support but I will not support giving the money.

Chairman Waters said do you have a question.

Commissioner Rebholz said just a correction, they never asked for a loan, He said you made that statement twice.

Commissioner Richardson said what do you mean they never asked for a loan, what was presented to us was for a loan, that's what's in the document. He said I read English very well and that's what's in here.

Commissioner Rebholz said that's what he recommended.

Commissioner Richardson said no, that's what's in the documents that were presented to the Commissioners. He said did you read your agenda book.

Commissioner Rebholz said yes. He said do you mind clarifying that.

Mr. Alligood said yes sir, the request from Aurora was assistance to fill the gap. He said staff's recommendation was that you had an existing mechanism in place and to limit your exposure we recommended a loan.

Commissioner Walker said I've got one question. He said Commissioner Deatherage touched on it briefly but a loan at zero interest and a grant, what's the difference.

Commissioner Richardson said there's a big difference. He said if you don't understand that you don't need to be a Commissioner.

Commissioner Walker said I mean a loan with zero interest.

Chairman Waters said you've got to pay the loan back.

Motion: Chairman Waters motioned to provide a grant for \$195,000 to the Town of Aurora. Commissioner Walker seconded.

Yes Vote

Chairman Waters
Commissioner Rebholz
Commissioner Walker

No Vote

Vice-Chairman Langley
Commissioner Booth
Commissioner Deatherage

Commissioner Richardson

Motion: Commissioner Richardson motioned to loan \$200,000 at 0% interest to the Town of Aurora. Commissioner Deatherage seconded.

Yes Vote

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

No Vote

Commissioner Rebholz

Chairman Waters said Kurt Ryan is back there and I want to say publicly we appreciate the work that you've done down there in trying to keep everything moving along and we salute the leadership and I'm not here to put anybody down. He said it's a thankless job that you and other people have done for that community and I just know it's going to work. He said I'm not negative like some people; I think it's a smart business plan.

See Addendum 7

Amendment to Hospital Master Lease Agreement to Revert Aurora Clinic to County

Mr. Brian Alligood said as this Board will recall on January 25, 2023, ECU Health announced they'd be closing the Aurora clinic and four other clinics in North Carolina. He said they said they lost \$46 million by the end of fiscal year 2022. He said this Board passed a resolution opposing those closures and asking ECU Health to reconsider that decision. He said received no response back from ECU Health and the Board tasked the County manager and County Attorney with seeking to remove the Aurora site from the master lease and send it back to the County. He said attached you have an agreement that amends the master agreement and as far as the leased property it's identified as Track 9 at 151 W. 3rd St, Aurora and any lease hold interest in Track 9 back to the County upon execution of the agreement. He said we do not know currently what the fiscal impact from that is because obviously there will need to be utilities continued to be paid, they'll need to be whatever the Board decides to do with that facility. He said there will need to be some upgrades done, the grass will need to be cut, make sure the electricity stays on, and make sure those things keep running so we don't have issues with the building. He said I went there last week, walked through the building, it is in relatively decent shape. He said it probably needs new carpet and a paint job, some new ceiling tiles in certain places, the grass needs to be cut but overall, I think it's in decent shape and could be used to move forward with whatever the Board decides. He said I know the Board had some conversations about trying to entice a provider to go in down there, which is going to be a struggle but we do have opportunities with the Health Department and other health care providers in the County who would be able to use that facility or use it as a staging point to be able to provide some type of medical care in that area. He said this document has been reviewed by the County Attorney and it amends it and transfers that leased property and any lease holder interest back to the County upon execution. He said the recommendation is to move forward and authorize the County Manager and County Attorney to execute that agreement.

Motion: Commissioner Booth motioned to approve authorizing the County Attorney and County Manager to move forward with the amended lease agreement. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 8

Wrights Creek Living Shoreline Project

Mr. Alligood said this is, as you're aware, in March 2023 the County was awarded a Public Beach and Coastal Water Access Grant from the NC Division of Coastal Management for phase 3 of Wright's Creek. He said part of that scope of work is a living shoreline demonstration on the southeast portion of the parcel. He said you have a proposal from RK&K,

they went through the RFP process and it's being managed by the Mid-East. He said the Mid-East is under contract to manage that project. He said RK&K was selected through that RFP process to provide engineering services to provide the plans and documents for the construction of the living shoreline demonstration area and to provide educational materials at the site. He said the project fees are a lump sum at \$23,200. He said those funds are available in the project ordinance that was adopted by the Board in March 2023 so there are no additional funds needed but we have the contract in front of you and would recommend your approval of the RK&K contract for services and educational materials.

Commissioner Richardson said that's to design the project, do we have a limit on what the project is going to cost when they design it.

Mr. Alligood said there is a budget for that, I don't have it in front of me but yes, there is a limit. He said I'd hate to comment on it because I'm not sure.

Commissioner Richardson said I have a comment on this environmental issue. He said they did a designed wetland over at the Estuarium and the truth of the matter is if you pour water anywhere around eastern North Carolina you're going to get a wetland so we're fighting them off as opposed to building them. He said the funny thing about wetlands is if you want to see a miserable site go look at a designed wetland, they're all struggling to stay alive. He said for some reason if you just leave it natural it will flourish but if you start designing one they become miserable disasters. He said I wasn't for this project to begin with so I'm not going to vote for this.

Chairman Waters said is this the same company that did the Community College.

Mr. Alligood said it is.

Commissioner Deatherage said you may have mentioned this but I'm going to ask again, is there some kind of mitigation value associated with this.

Mr. Alligood said no, not that I'm aware. He said this isn't creating wetlands to buy credit somewhere else, this is creating a living shoreline in one section and then further down there will be a rip-rap revetment that will shore that up area so it's two different things.

Commissioner Deatherage said aren't there wetlands on that piece of property, isn't that property predominantly wetland.

Mr. Alligood said there's wetland in the area but not where the construction is because you cannot get into wetlands with construction.

Commissioner Deatherage said so they're taking perfectly good ground to make wetlands or are they just going to replant wetlands.

Mr. Alligood said this is not creation of wetlands, it's putting in place a living shoreline. He said it's an alternative to putting in a rip rap revetment. He said we're putting in a revetment. He said what a living shoreline is putting in grasses and stabilizing the shoreline naturally.

Commissioner Deatherage said that actually works. He said I've got some waterfront that's got a sandy beach and some reefs behind it and a neighbor who's got some bulkheads, they don't have that sandy beach. He said they spend a lot of money keeping those bulkheads up and a rip rap is going to be the same way and I've never voted for this Wrights Creek thing but I get it, I get what they're trying to do.

Motion: Commissioner Booth motioned to approve awarding the contract to RK&K to provide services and educational materials. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley

No Vote

Commissioner Deatherage
Commissioner Richardson

Commissioner Booth
Commissioner Rebholz
Commissioner Walker

See Addendum 9

Request to Clean Property

Chairman Waters said I got a call on July 20th from Ms. Rosemary Henry. He said she is the lady who owns the property that we've discussed from time to time as it relates to the convenient site on Magnolia School Road. He said this is not too far from the convenient site. He said I think she has talked, she said she has communicated with Commissioner Richardson. He said I think she called Ms. Mosher and Ms. Mosher gave her my number. He said she has sent me everything on the property since I think 1999. He said supposedly she hired someone to go in and clean this up, tear the house down, got her money, did a little work maybe. He said people have taken advantage of her, according to her, because she is from New York. He said she is retired. He said she's not sure who put the boat or when the boat got there but because of the structure of the house and everything over the years people think that's a dump site, especially if our convenient site is closed. He said I took these today and when I came out there's probably about a mile where the DOT or contractors had just mowed the grass and there's probably, I didn't count, I'm just estimating but there's about 5,000 to 10,000 pieces of trash that has been chopped up by bush hogs so really just looking bad. He said she asked me if the County would clean it up and I told her I'd been a Commissioner for eight years and I had never seen us vote in favor of cleaning somebody's property up but based on her story I would be happy to put it on the agenda and bring it to the Commissioners for consideration since it had been discussed as being one of the sore subjects and bad sites in the area. He said she has interest in 775 and 963. He said the 963, it appears to me based on GPS, this property here, and the 775 appears to me to be just a grown-up lot with nothing on it. He said so I presented it and it's up for discussion.

Commissioner Richardson said I don't have a problem with cleaning up the right-of-way if it's been hit. He said I went out and looked at this yesterday, it had not been bush hogged so they probably got to it today. He said I have no problem cleaning up the right-of-way because it does approach Magnolia Shores. He said we shouldn't go on this property and clean it up for one thing, as she alludes to a bad survey in the letter here, I wish you had the courtesy to talk to me before you got in too deep because I'm not even sure she owns this property. He said she's trying to claim the property but I don't think she owns the property. He said I don't think she has any part of ownership; she's trying to adversely pose it from New York City and that's hard to do under the adverse possession laws of North Carolina so if you want to torque this back to let's clean up the right-of-way because it's nasty and ugly and messy I don't have a problem with that. He said I do have a problem with going on the property or what she claims to be her property because when I talked to her, her story kept changing because it does in this letter. He said in this letter there are two or three things. He said number 1, it's her property, number 2, she's trying to get title to the property and number 3 she signed a quit claim deed quit claiming her rights away so what is going on. He said I don't think we need to be trying to deal with a person who doesn't know, essentially what's going on but I don't have a problem with cleaning the road right-of-way as long as we stay on the right-of-way.

Chairman Waters said did we need to do anything under our budget as long as it's in the right-of-way. He said it's within, isn't it within the distance we approved in the budget.

Ms. Smith said yes sir.

Mr. Overman said a total of \$15,000 was approved for periodic roadside cleanup. He said that service has been put out for pricing and we've gotten proposals back and are in the process of getting the contracts signed right now and actually that got sent out today. He said in speaking with the low-priced contractor they said they may be, of course once we get all the documents signed and moved back and forth they may be able to start as early as next week so I would anticipate by the end of the month hopefully everything gets moved back and forth we'll have the contract for cleaning up our right-of-way within ½ mile on either side of the site. He said for that site in particular, the stretch of road was from Turkey Trot Road all the way to 32. He said it's a little over a mile but we tried to, we didn't want to do most of the road and have 1/10 of a mile untouched. He said service is already in process.

Chairman Waters said as far as I'm concerned, unless somebody wants to make a motion that's taken care of with the right-of-way.

See Addendum 10

Beaufort County Schools Discussion

Commissioner Richardson said I have on here a meeting with the School Board on improving test scores. He said this thing has been going on for, since November of last year where this Board is trying to sit down with the school board and talk about test scores with the schools and several other things. He said future of Ed Tech and what the intend to do with that, and new construction of schools and discipline in the schools. He said there's a whole bunch of things going on here that we need to sit down and talk with the schools about. He said the schools did not even appear in front of the Commissioners when we did the budget so that is a big shortcoming there which leaves a lot of things and a lot of questions unanswered. He said I would caution that I saw, I have an email, I haven't read it again today, which I intended to do, that the Chairman and the Vice-Chairman met with the Chairman and the Vice-Chairman of the school board. He said who authorized you guys to do that, who authorized you to meet with these people.

Vice-Chairman Langley said we don't need authorization.

Chairman Waters said we've already had one meeting. He said we agreed during the budget meeting, we had the one and we were asked to follow up and set up a date.

Commissioner Richardson said the staff was asked, because I made the request, the staff was asked. He said let me remind fellas we operate as a Board, all of us together.

Chairman Waters said we understand.

Commissioner Richardson said not part of the Board going off and making deals with other boards about what will be discussed at meetings and trying to control agendas and things like that so you need to be aware that while I appreciate you putting this meeting together you need to be aware of what your status is among this board.

Chairman Waters said so the public understands, when we went to this meeting I took the sheet out of our meeting 2 months ago and then also the agenda items that you were requesting and the school board was kind enough to take three, and the first there that were talked about were your agenda item things you wanted and so we added two more and we came up with five and we agreed that we would talk about those five items. He said the meeting is set for October 18th at 12:30. He said I hope that everybody will put that on their calendar.

Commissioner Richardson said can we have a pre-notice of that and an agenda because it appears the agenda has already been set.

Chairman Waters said the agenda has already been set and agreed to by both boards.

Commissioner Richardson said no, it wasn't agreed to by the boards it was agreed to by the chairman's and vice-chairman's. He said it was not agreed to by the boards. He said it takes a whole vote of the whole board meeting together in order to do something like this.

Chairman Waters said okay, I'll make a motion that we approve the agenda in the email with the future of Ed Tech, improving test scores, facility use studies, construction of the new school and school resource officers. He said I make a motion we approve that agenda.

Commissioner Richardson said would you mind adding discipline in the schools on that because that's been discussed all along.

Chairman Waters said I made a motion that we take this. He said I'm not entertaining nothing more.

Commissioner Richardson said you're not going to talk about discipline in the schools where kids are sent home where the bad kids get to stay in school and the person that's hiding gets sent home.

Chairman Waters said we've got a motion on the floor.

Motion: Chairman Waters motioned to approve the agenda to include 1. Future of Ed Tec, 2. Improving test scores, 3. Facility Use Studies, 4. Construction of New Schools, 5. School Resource Officers. Commissioner Walker seconded.

Chairman Waters said do you want to make an amendment.

Commissioner Richardson said that's what I'm trying to do Mr. Chairman, if you wouldn't mind including that. He said I believe that's an amendment.

Chairman Waters said no, make it.

Commissioner Richardson said the amendment is that we include school discipline in our meeting with the school board.

Commissioner Deatherage said I specifically remember when we talked about the problems we were having with the education of our local children as the discipline problem. He said that was first and foremost, that was center stage. He said the other issues are ancillary but discipline was a big part of it and to get to the point of what could we do as a board to help enforce that discipline including spending money because it is important. He said for all this money we pay for public education, and by golly we pay a lot for public education in this county, discipline needs to be enforced because if you lose discipline in the classroom you lose control of the classroom and that's the way it works so I'm speaking in favor of this amendment.

Commissioner Walker said my question is will the test scores be back in October.

Chairman Waters said they said they'd be back in September. He said I think they were hoping to have them back in the middle of September. He said that's why we were making sure about putting it off until October.

Amendment to Motion: Commissioner Richardson motioned to amend the original motion to include Discipline in Schools. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

Commissioner Rebholz said I assume the school board needs to agree to that.

Chairman Waters said yes.

Commissioner Richardson said I don't know that they necessarily have to agree to it. He said if they want to vote it down at the meeting they can but discipline is going to be presented at the school board meeting and then if you want to vote it down or the school board doesn't want to consider discipline as an issue that's fine with me.

Chairman Waters said I think based on the conversation we had I suggest Mr. Alligood send an email to the superintendent to say we took a vote and we added that out of courtesy.

Commissioner Richardson said I'll ask the Manager what's the latest on cable TV services. He said I think we found out that the Secretary of State has more authority in this area than the chief lawyer for the state.

Mr. Alligood said the language that the Secretary of States office says is the franchise agreement goes through them and then they don't have any control over it. He said they specifically say don't complain to us, complain to the Attorney Generals Office on their website.

Commissioner Richardson said so have we complained to them.

Mr. Alligood said we have.

Commissioner Richardson said have they come back to us.

Mr. Alligood said they have not.

Commissioner Richardson said I think that I would like to see if the Board would be willing to do a resolution that we press the Secretary of States office for an answer, that we let them know this is an important thing.

Commissioner Booth said he just said it was the Attorney General.

Commissioner Richardson said no, I believe that's who they said that's who we had to go through.

Mr. Alligood said on the Secretary of States website the franchise agreement goes through the Secretary of State but they're very clear it says we don't have anything to do with complaints. He said all complaints should go to the complaint department at the Attorney General's Office, the consumer complaints.

Commissioner Richardson said then I'll change my motion for the recommendation that we press the Attorney Generals Office for an answer. He said if I wanted to be governor I'd certainly improve TV coverage.

Mr. Alligood said if the Board would like to we could certainly send another letter. He said we sent them a letter and we're waiting on their response but we're certainly happy to do whatever the Board wants us to do.

Commissioner Richardson said it's been a month now, that's a lot of time so I move that we send a follow-up letter and request an answer or a meeting.

Motion: Commissioner Richardson motioned to send a second letter to the Attorney Generals Office regarding cable TV. Commissioner Deatherage seconded.

Yes Vote

Vice-Chairman Langley
Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Commissioner Booth

Jail Expansion and Register of Deeds Building

Commissioner Richardson said this (Register of Deeds Building agenda item) is actually out of order from the way it was presented. He said it's better to talk about the Sheriff buildout at the jail because that drives the need for a Register of Deeds new building. He said I'd rather take that up because it's a natural sequence. He said otherwise we're going to be back peddling. He said the Jail Committee has been in existence for quite a while and really hasn't done anything lately and we need, we've escrowed or put into the capital budget spending ordinance this \$5.6 million and the number of people in the jail is growing. He said if you look at the jail enrollment, for lack of a better word, every month there's a few more

people in jail. He said the district attorney has done a great job of getting rid of a lot of long termers in there but we still have people, according to the last roster we got for the jail we have 10 people that have been in there six months or longer and one of these is 3 years for murder and then we get down to the other nine are about six or eight months. He said they're in there for crimes that could've been tried, in my opinion at least, and those are for drug charges and things like this. He said a lot of them are probably in there because lawyers are shopping for judges and that kind of thing but we need to give the Sheriff's Department some more enforcement abilities because I as a Commissioner want to go after drug dealing harder than we've been going after it and we need more jail space if we're going to do that and the Sheriff needs more facilities. He said he needs a better intake. He said if you build out the bottom of the jail, according to the work the jail committee did, if you build out the basement of the jail you would get, and I'm not going to swear to this but this is what I recall, you would get about 18 more cells, you would get a couple more cells for isolation, you would get more space for health care, better facilities for health care work and intake facilities so that was the plan that was presented to the jail committee and at that time, I think pre-covid, was about \$2 million, it may have been during Covid actually. He said my proposal is that I don't think we should be sitting around here because what happens with these things is we see it coming. He said we know that jail, pre-covid, that we had about 85 people in that jail. He said it was full for all practical purposes and historically we've had as many as 120 people in that jail so we need to go ahead and fix the jail so that we don't have somebody in here trying to tell us that all of a sudden we need a new jail and we've got to spend \$20 million or \$30 million when we can spend \$3 million or \$4 million and get something actually accomplished so I'm not, I'm advocating that we proceed with the study and we go ahead and do that. He said that brings us back over, if you will, to the need for the Register of Deeds facility. He said the Register of Deeds that just retired had mentioned and brought before the Commissioners that she was running out of space. He said I get into a lot of Register of Deeds offices and they can do a lot of things still within the space that they have but it would be very inconvenient and I think the people who own property in Beaufort County and transfer property do business in there, death certificates, etcetera, etcetera, need a more convenient space than that. He said what I'm proposing, and the doors open, this is not locked into Hood Richardson, I'm trying to get a ball moving, if we build out the basement of the jail half of that area is used by the Clerk of Court for storage of documents and the other half of that basement is used by the Register of Deeds for storage that the public needs access to. He said if you build out the jail you're going to have to vacate both of those uses and what I would propose as a tentative proposal, again to get the ball rolling, is that we take the register of Deeds space and use it for the Clerk of Court and that we build a new facility for the Register of Deeds and the only logical place that I could come up with is to build it right behind us in this lot that is right behind us here, is a fireproof, and I say fireproof because you're storing paper documents there, is a building for the Register of Deeds at that location. He said the Register of Deeds, wherever we put the Register of Deeds, they need to be within easy walking distance of the court, the clerk, and the tax office because all of these things come into play when dealing with the Register of Deeds so I'm willing to listen to what you guys think.

Chairman Waters said we've got a jail committee meeting coming up Tuesday, August 29th.

Commissioner Rebholz said I think that's it. He said we should be able to come back to you at the next Commissioners meeting with our recommendation. He said the last estimate on building out the basement was \$5.7 million.

Commissioner Richardson said but that evolved into a sallyport and a whole bunch of other things. He said I'm talking about the first estimate.

Commissioner Rebholz said it was a sallyport, heating and air conditioning replacement and that was it.

Commissioner Richardson said that sallyport probably put \$1 million on the situation.

Commissioner Rebholz said \$600,000. He said it's a significant different number than just \$3 million. He said the other part of it is that we have to take into consideration the other priorities that we've got. He said we've got mega-sites that have got to be funded that we're talking about. He said we've got additional storage for the Sheriff that is for his retention of his evidence so there's several other things that need to go into this look and not just jump to one answer and by the way the Register of Deeds office is about 4,000 square feet and the engineer, when he priced out the addition to the courthouse at 6,000 square feet it was a little over \$3 million so between the two of them you're talking about spending \$8 million. He said thank you for wanting to spend money, you're not usually that way but we've got to spend some more time looking at the details. He said we'll give you a recommendation at the next meeting from the jail committee.

Commissioner Richardson said I agree it takes some time to look at it. He said I think we should involve the Sheriff. He said the last Sheriff did not participate in this process at all. He said we need to involve the present Sheriff, he seems like he's a lot more interested in this.

Commissioner Rebholz said we also have, potentially, some restrictions on us. He said we've got to sort through that and what the judges will let us do, at what times in terms of construction.

Commissioner Richardson said we can deal with that, that's not going to be a problem. He said I'm satisfied the judges will cooperate the best they can and we'll cooperate with the judges the best we can with them so that works that way. He said I'd also like to point out the escrowing of \$5.6 million was to avoid being in a position of having to give the money back to the taxpayers. He said we're over taxing people, we've been doing it for several years now, we've been piling up money so there's not just \$5.6 million there, there's actually about \$30 million there. He said I'm sure we can dip into that \$30 million for another \$2.5 million, even if it comes to \$8 million, in order to make this thing work so I'm not worried about having the money to make this work, I'm worried about the Commissioners doing the right thing to promote law enforcement in Beaufort County and to get this drug problem under control because if we had more space in the jail we would be able to confine more people involved in drugs. He said this all helps; it all works together.

Commissioner Rebholz said we may need to build a whole new jail with about 500 beds.

Defense of Election Integrity Resolution

Commissioner Deatherage said last month Commissioner Richardson brought a premise to the Commissioners and part of it was about election integrity. He said part of it was for local discussion about sample ballots and looking at sample ballots. He said the other part was about election integrity and I think the issue got conflated and I think you Commissioners got thinking about it being local versus state versus federal and I think we got off on the wrong foot and I'm bringing up a fresh resolution that's written and I'm giving you guys another second attempt at the bite of the apple, so to speak. He said considering that the State of North Carolina, the General Assembly in the State of North Carolina is solely responsible for our elections when you get down to it the Constitution allows for the states to do the electing and we are a body politic for the State of North Carolina so we are the first line of defense. He said it's important that we pay attention and we advocate for election integrity and we do everything within our power but when the State of North Carolina sees one of their counties, and maybe some other counties will join on, that we are very cognizant of what is going on in Raleigh they will stick to their P's and Q's. He said I'm going to broaden my discussion of this to say it's an economic development issue. He said it's an economic development issue because North Carolina is one of the fastest growing states in the nation right now and they're coming here simply because we're not so messed up. He said not being messed up is electing people to serve at the local and state level and then our delegation up at Washington D.C. and that our elections here be free and fair. He said last 2000 election it wasn't quite as good as it should've been. He said there was the Josh Stein sue settle to allow for more balance floating around and if you believe in election integrity you don't believe in ballots floating around in the millions and that was a problem. He said locally, here, our board of elections, Ms. Hopkins, they did a wonderful job. He said we do great in Beaufort County, we're fortunate. He said we're assured pretty much when we get elected at a local level we don't have to worry about election integrity but in other places it's not quite that good so we want, if you sign on this resolution you will be signing on to let the people in Raleigh now we are concerned about election integrity now and in the future because everything I'm going to state in this resolution is real. He said it's real, it's real now, it was real 100 years ago and it's going to be real 100 years from now if this republic stays intact. He then read the following:

Resolution in Defense of Election Integrity

Whereas, in this Constitutional Republic of the United States of America, elections are conceived to be administered by state legislatures, Article I, Section 4, Clause 1, and whereby Beaufort County, as a body politic of the state of North Carolina, is charged with the local administration of these democratic elections for all local, state and federal elected offices, and;

Whereas, in all recent elections since 2016, where most notably the federal bureaucracy, in particular the Department of Justice and the FBI, have used their ominous offices of public power to commit Election Interference

to sway public opinion to elect their preferred candidates, and;

Whereas, a majority of the Free Press and Big Tech Social Media and Search, guaranteed by the First Amendment's free speech provision, is proved to have colluded with not only the FBI and Department of Justice, but also, while not limited to, the Democratic Socialist Party, their most notable politicians, and the Deep State to create and channel the elevation of their preferred speech, while restricting non preferred Free Speech by all means available, including political speech that is contrary to their colluded mission, and;

Whereas, in a Constitutionally mandated Representative Republic, it is imperative that the public have the equal opportunity to know what is true about their government, and their representative political leaders, so that the most basic guaranteed freedom - the Right to Vote to be fairly represented in this Representative Republic - is preserved now and for future generations so they may choose wisely when voting, and;

Whereas, even in North Carolina, where Beaufort County is an integral part, election irregularities did exist across the state in the administration of the 2020 general election.

Therefore, Be it Resolved, that the Beaufort County Commissioners do hereby formally request that our elected representatives to the North Carolina General Assembly do all that is politically possible to insure that all future elections be free and fair, while conducted by the utmost integrity, and furthermore, that the North Carolina congressional delegation do all that is within the scope of their constitutional powers to eliminate all corruption from our federal institutions within our government of this Constitutional Republic of we, a self-governed people.

Chairman Waters said do you want to make a motion on that.

Commissioner Deatherage said yes, I'll make the motion.

Commissioner Walker said I've got questions. He said my question is who gets the, I thought it was neat the other day when we did the ferry resolution and we got feedback. He said I think Pamlico county Commissioner thanked us, Rep. Keith Kidwell said something to me thanking us for doing that so if this passes and we send this out do we get an email as to we got response, negative or positive. He said I've never seen; you would send that out.

Ms. Mosher said yes.

Commissioner Walker said I knew the answer, you do send that out so please do send that out. He said I'd like to read what this yields when you send it out to these folks whether it's don't ever send me another resolution or it's very good and thank you for your commitment so I'll vote for it.

Commissioner Deatherage said I don't want to stir the pot too much but look, we've got a two-tiered justice system here in America, I mean it's pretty malleable.

Chairman Waters said the subject is the election integrity and you should stick to that.

Commissioner Deatherage said this is very important, let me tell you how this is important. He said when you do not have the department of justice and FBI being fair, and that's where all investigations are conducted, unless it's done by Congress, which is a very weak to place an investigation, you're stuck. He said you've got two or three months at best when you have a very unfair election to go to court and you're going to lose. He said if you have to go to court to contest an election it's already lost. He said the way you win this and you get us on the right foot, always, is to be proactive and this is a proactive resolution to Raleigh because they're the guys in North Carolina and if the guys get help at the federal level but North Carolina is the #1 point of attack.

Motion: Commissioner Deatherage motioned to approve the resolution as presented and that it be sent members of the North Carolina General Assembly by email and to our North Carolina Congressional delegation. Commissioner Richardson seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

Closed Session – Economic Development

Ms. Mosher read the Board into closed session.

Motion: Commissioner Booth motioned to go into closed session. Commissioner Rebholz seconded. The vote was unanimous.

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

Chairman Waters said there was no action relating to closed session.

Commissioners Comments

No Commissioner asked to speak tonight.

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

Adjourned at 8:12 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Surplus, IT – Charles Parker, EIS
2. Surplus, Register of Deeds – Carolyn Garris, Register of Deeds
3. Budget Amendment, Health Dept – JaNell Octigan, Health Director
4. Health Dept Fee Revision – JaNell Octigan, Health Director
5. Board of Health Reappointments – JaNell Octigan, Health Director
6. Budget Amendment, DSS – Kelly Smith, Social Services
7. Postage Contract, DSS – Kelly Smith, Social Services
8. Tax Office Refunds – Lloyd Salter and Wyn Kinion, Tax Office
9. Workforce Development Reappointment – Katie Mosher, Clerk to the Board
10. Minutes Approval – Katie Mosher, Clerk to the Board

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 8/7/2023

FY Budget: 2024

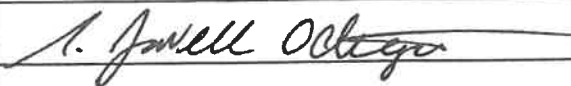
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105152-531000	Adult Health Professional Development	\$1,300	
100600-461000	NC MDPP Travel	\$1,300	
105110-539800	Regional ARPA Workforce	\$115,777	
105110-551050	Regional ARPA Capital Outlay	\$16,987	
100600-461000	Regional ARPA Revenue	\$132,764	
105158-523900	Health Promotions Medical Supplies	\$250	
100600-461000	Syringe Survey	\$250	
105167-519800	WIC Breastfeeding	\$5,207	
100221-454090	WIC Breastfeeding Peer Counselor	\$5,207	
105120-526110	COVID-19 Supplies	\$43	
100211-445197	COVID-19 (AA 543)	\$43	

Department Justification: Funding from Regional Public Health ARPA, National Survey of Syringe Service Programs, NC Minority Diabetes Prevention Program, WIC Breastfeeding Peer Counselor Program, COVID-19 Enhancing Detection Activities AA 543

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		7/21/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Kelly Smith

From: Lori Leggett
Sent: Thursday, June 22, 2023 3:01 PM
To: Kelly Smith
Subject: FW: CONFIDENTIAL/Adoption Promotion Fund
Attachments: County DSS-5320 Monthly Adoption Reporting 2023-2024.xlsx

See below

Lori Leggett, MSW
Deputy Director
Beaufort County Department of Social Services
632 West 5th Street
Washington, NC 27889
252-940-6031
lori.leggett@beauforddss.com



Please do not print this e-mail unless you really need to do so!

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From: Mackins, Mary L <Mary.Mackins@dhhs.nc.gov>
Sent: Thursday, June 22, 2023 1:54 PM
To: Melanie Corprew <melanie.corprew@beauforddss.com>; Lori Leggett <lori.leggett@beauforddss.com>
Cc: App Contracts <app.contracts@dhhs.nc.gov>
Subject: CONFIDENTIAL/Adoption Promotion Fund

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

Good afternoon. Please be advised that a request for payment in the amount of \$ 10,728.00 has been sent to the Office of the Controller effective **June 8, 2023**. This payment is from the Adoption Promotion Program Fund and covers adoptions completed between June 1, 2022 and May 31, 2023. This email serves as notice that payment has been requested. Be sure to check with your department accounting unit within in the next 30 days to verify your payment. If you do not receive payment within 30 days, please notify the Division immediately.

Legislation regarding the Adoption Promotion Program Fund specifically states that the money "***must be used to enhance your adoption services program.***"

As a reminder, DSS-5320 submission deadlines for SFY 2023-2024 are as follows:

DUE DATE	FOR ADOPTIONS COMPLETED IN:
September 10, 2023	June 2023 – August 2023

December 10, 2023	September 2023 – November 2023
March 10, 2024	December 2023 – February 2024
June 3, 2024 (no later than)	March 2024 – May 2024

Counties will need to begin a new DSS- 5320 for adoptions beginning in June 2023. One is attached for your convenience.

Thank you for your continued efforts to provide permanency for the children of North Carolina.

Have a great day!

Mary Mackins, MSW
Interim Adoption Manager/Permanency Coordinator
Division of Social Services, Child Welfare
NC Department of Health and Human Services

(919) 527-6287 Office
Fax: 877-625-4374
Mary.Mackins@dhhs.nc.gov

820 S. Boylan Avenue, McBryde Building East
2409 Mail Service Center
Raleigh, NC 27603

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.

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Budget Amendment Request

Date of Request: August 7, 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105441.562005	Special Adoption Incentive Fund	\$10,728	
100991.499100	Fund Balance Appropriated	\$10,728	

DSS received a payment in the amount of \$10,728 for the Adoption Promotion fund. This payment was recorded as revenue at the end of FY23 and rolled into the fund balance at the end of the fiscal year. This payment covers adoptions that have been completed by DSS between 6/1/22 and 5/31/23. These funds are to be used to enhance our adoption services program. These funds are carried over until exhausted. We are requesting that the Special Adoption Incentive Fund (105441.562005) be increased by \$10,728. There are no county dollars included in the increase of these funds.

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Mulanie Coprens</i>	7/28/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Overview

Dear Brian Alligood,

This exclusive offer includes the **iX-5AF** postage meter with a 5lb scale, maintenance, and rate change protection for only **\$212.99** per month.

The new **iX-5 Auto-Feed Mailing System** features:

- User friendly navigation and a Rate Wizard that simplifies rate selection and ensures postage accuracy every time.
- Space saving, built-in weighing platform with Smart Start technology
- Convenient ATM-style postage downloads with High speed internet connection or iMeter™ PC Link
- Automatic sealing with easy access reservoir ensures a perfect envelope seal
- Integrated automatic label dispenser simplifies the processing of packages and large envelopes
- Up to 19,500 impressions per ink cartridge with Low Ink E-mail Alerts for efficient planning
- Convenient access to postal and department usage on Myquadi^{ent} for reporting at your fingertips
- Automated USPS ® Rate Change updates Automatic feeding speed up to 110 letters per minute

[Click here to learn more about the iX-5AF Mailing System today!](#)

We appreciate your business!

Sincerely,
Kathryn Baugher
K.Baugher@quadi^{ent}.com
972-432-5996 Ext. 25996

*** Please Note: This meter connects through a high-speed digital connection for postage downloads and rate change and software updates.

Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.

If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy. ***

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Quadient, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



Product Lease Agreement

Product: Quadient IX-5 Auto Feed

Offer Includes

Products: 5 lb Scale
Service Products: Maintenance, , Rate Change Protection, Installation
EasyLink: ☐ (Quadient Postage Funding and LAN required)

Billing Information

Billing CSN#:
Company Name: Beaufort County Dept of Social Services
DBA:
Address: PO Box 1358
Washington, NC27889
Contact: Brian Allgood
Email: patricia.waters@beaufordss.com victoria.miller@beaufordss.com
Phone: (252) 940-6012 Fax:
Office: 9370 - Electronic Systems Inc
Main Post Office / Mail Drop:
Post Office ZIP Code:

Agreement PO - Tax Exempt - ACH

Purchase Order #:
Tax Exempt: ☐
ACH Payments (Lease Payment Only): ☐
Previous Lease #:
Replaces Meter S/N:

Lease Payment Information and Details

Billing Frequency: Quarterly
Monthly Payment: \$212.99 (Plus applicable taxes)
Number of Months: 39

Installation Address

Company Name: Beaufort County Dept of Social Services
Address: 632 W 5th Street
Washington, NC27889
Contact: Brian Allgood
Email: patricia.waters@beaufordss.com victoria.miller@beaufordss.com
Phone: (252) 940-6012 Fax:
Office#: 9370 - Electronic Systems Inc
Main Post Office / Mail Drop Off:
Post Office ZIP Code:

Postage Meter Funding

Postage Funding Option: Quadient Postage Funding
Use my POC/TMS Account #: ☐
My POC/TMS Account#:
Date Sent: 7/5/2023
Offer Valid Until: 8/31/2023

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initialed here:

Approval & Terms

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

This document consists of a Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Direct-V9-2020), which are also available at www.quadient.com/Commercial-Equipment-Lease-Terms-USPS-Direct-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Name:
Title:
Date:

Authorized Signature:

Kathryn Baugher K.Baugher@quadient.com PH: 972-432-5996 Ext. 25996 FAX:
Quadient Leasing USA Inc. 478 Wheelers Farms Road, Milford, CT 06461



North Carolina Vehicle Tax System

7/1 - 7/28

2023

NCVTS Pending Refund report

Payee Name	Primary Owner	Secondary Owner	Address 3	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CLAYTON, MICHAEL LEE	CLAYTON, MICHAEL LEE	CLAYTON, JOANNA PARKER	CHOCOWINITY, NC 27817	Refund Generated due to proration on Bill #0044210137-2022-2022-0000-00	Vehicle Sold	07/19/2023	G01	Tax	(\$102.03)	\$0.00	(\$102.03)
							F60	Tax	(\$7.02)	\$0.00	(\$7.02)
							E12	Tax	(\$8.17)	\$0.00	(\$8.17)
									Refund		\$117.22
HARDING, GUY LESTER	HARDING, GUY LESTER		CHOCOWINITY, NC 27817	Refund Generated due to proration on Bill #0037855923-2022-2022-0000-00	Vehicle Sold	07/07/2023	G01	Tax	(\$54.19)	\$0.00	(\$54.19)
							C06	Tax	(\$63.29)	\$0.00	(\$63.29)
							E11	Tax	(\$4.34)	\$0.00	(\$4.34)
									Refund		\$121.82
SINGLETON, ASHLEY PREVATTE	SINGLETON, ASHLEY PREVATTE	SINGLETON, SAMUEL GREGORY	WASHINGTON, NC 27889	Refund Generated due to proration on Bill #0058770147-2022-2022-0000-00	Vehicle Sold	07/05/2023	G01	Tax	(\$83.94)	\$0.00	(\$83.94)
							C01	Tax	(\$77.89)	\$0.00	(\$77.89)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
									Refund		\$161.83
SUMERLIN, GORDON RAY	SUMERLIN, GORDON RAY	SUMERLIN, MINNIE LUE	BELHAVEN, NC 27810	Refund Generated due to proration on Bill #0072321139-2022-2022-0000-00	Vehicle Sold	07/26/2023	G01	Tax	(\$166.67)	\$0.00	(\$166.67)
							F63	Tax	(\$10.93)	\$0.00	(\$10.93)
							ER	Tax	(\$13.33)	\$0.00	(\$13.33)
									Refund		\$190.93
WILLIAMS, RAYMOND EARL JR	WILLIAMS, RAYMOND EARL JR	WILLIAMS, HEATHER STERLING	WASHINGTON, NC 27889	Refund Generated due to proration on Bill #0059591653-2022-2022-0000-00	Vehicle Sold	07/24/2023	G01	Tax	(\$142.82)	\$0.00	(\$142.82)
							F63	Tax	(\$9.37)	\$0.00	(\$9.37)
							E05	Tax	(\$8.00)	\$0.00	(\$8.00)
									Refund		\$160.19
										TOTAL	\$751.99

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 (\$)
922695	VLADISLAV OLEYNIK	345 ROCKY HILLS ROAD PITTSBORO, NC 27312	Overpayment on Payment of CHECK on Bill # 0000042058-2014-2014-0000-00 of	DPCDSO	1,249.38
922719	BEAUFORT COUNTY INSPECTIONS	220 N MARKET ST WASHINGTON, NC 27889	Overpayment on Payment of CHECK on Bill # 0000042955-2023-2023-0000-00 of	WKINION	200.00
922767	MAURICIO R RAMIREZ	15596 NC HWY 33 E BLOUNTS CREEK, NC 27814	Overpayment on Payment of CHECK on Bill # 0000034182-2022-2022-0000-00 of	C9BEATB	177.53
922767	JOSHUA W HOPKINS	2063 TUNSTALL SWAMP RD AURORA, NC 27806	Overpayment on Payment of CHECK on Bill # 0000008997-2022-2022-0000-00 of	C9BEATB	132.25
Total					

ADDENDUM 2

Public Hearing – Road Naming – Alphin’s Landing

Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

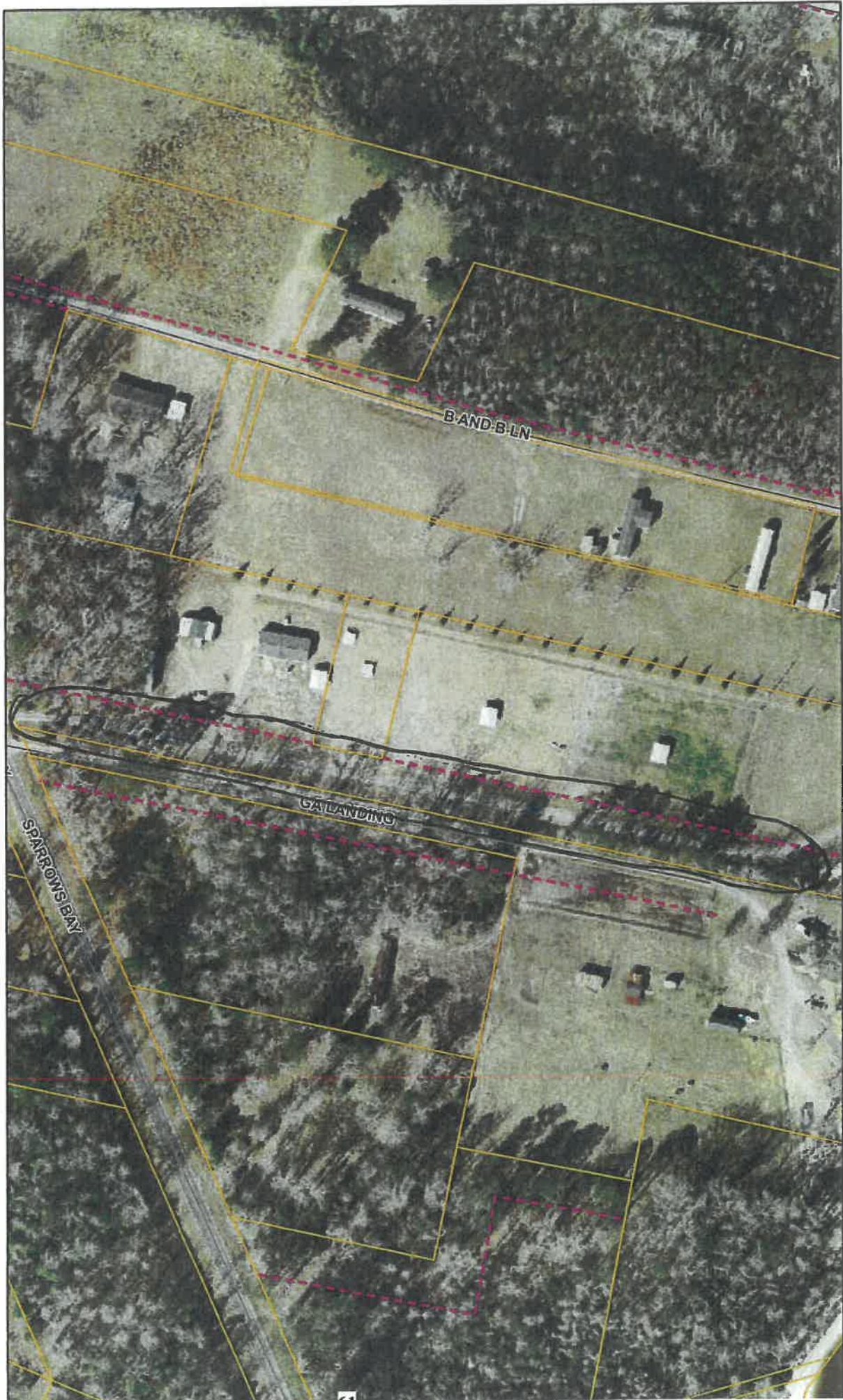
Proposed Road Names

1. *Alphin's Landing*
2. *Connie's Landing*
3. *Brian's Landing*

Owner Name	Physical Address	Agree or Disagree	Signature
<i>Kenneth Alphin</i>	<i>1413 Sparrow Bay Rd Blounts Creek NC. 27814</i>		<i>Kenneth Alphin</i>

Name of person submitting petition: *Kenneth Alphin*
 Phone number: *252 670 6354*
 Email: _____

Beaufort County, NC



8/2/2023, 11:12:20 AM

Parcels

Ingress Egress Easements

Condos_Leaseholds

Centerlines



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Inc, METI/MASA, USGS, EPA, NPS, US Census Bureau, USDA

Notice of County Board of Commissioners Meeting

Beaufort County, NC

THE PUBLIC SHOULD TAKE NOTICE that the Beaufort County Board of Commissioners will hold a Public Hearing on Monday, August 7, 2023, at 5:30 PM, in the boardroom, located at 136 W 2nd St, Washington, NC 27889. This meeting will concern a public hearing regarding two separately filed petitions to name a private road. The first private road consists of an unnamed 50' easement off Sparrows Bay Rd. The second private road consists of a 50ft private road off US Hwy 264 W. In addition, there will also be a public hearing regarding a required penalty update for all Development Related Ordinances within the County. Please contact Mid-East Commission at (252) 974-1829 for any questions.

ADDENDUM 3

Public Hearing – Road Naming – Dusty Creek

Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. Dusty Creek
2. Shady Trails
3. Dusty Trails

Owner Name	Physical Address	Agree or Disagree	Signature
Dean Taylor	5446 US Hwy 264W	Agree	Dean Taylor
Shanna Campbell	5514 US Hwy 264W	Agree	Shanna Campbell
Jeanette Beakes Beakes	5416 US Hwy 264W Washington	Agree	Jeanette Beakes
Carla Abey Tractor	5480 US Hwy 264	Agree	Carla Abey
BUSAN Taylor	5446 Hwy 264 West	Agree	BUSAN Taylor

Name of person submitting petition: Jeanette Beakes

Phone number: 252-622-8042

Email: jeanettebeakes@yahoo.com

Beaufort County, NC



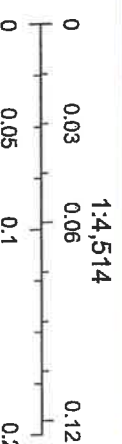
8/2/2023, 11:20:14 AM

☐ Parcels

☒ Ingress Egress Easements NC Highways

☐ Condos_Leaseholds Centerlines

☒ US



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Inc, METI/NSA, USGS, EPA, NPS, US Census Bureau, USDA

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Beaufort County, NC

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ADDENDUM 4

Ordinance Enforcement Update, Penalty Section

ITEM 4: Senate Bill 300 Language Updates

(Various Ordinance Excerpts)

PART XIII. DECRIMINALIZATION OF CERTAIN ORDINANCES

SECTION 13.(a) G.S. 153A-123 reads as rewritten:

"§ 153A-123. Enforcement of ordinances.

...
(b) ~~Unless the board of commissioners has provided otherwise,~~ Except for the types of ordinances listed in subsection (b1) of this section, violation of a county ordinance is may be a misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the county specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 153A-45, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 18 of this Chapter, Planning and Regulation of Development or, its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 153A-134, Regulating and licensing businesses, trades, etc.
- (3) Any ordinance adopted pursuant to G.S. 153A-138, Registration of mobile homes, house trailers, etc.
- (4) Any ordinance adopted pursuant to G.S. 153A-140.1, Stream-clearing programs.
- (5) Any ordinance adopted pursuant to G.S. 153A-143, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.

Senate Bill 300-Ratified

Page 11

Manufactured Home & Travel Trailer Ordinance: Article VIII, Section 6

SECTION 6. PENALTIES FOR VIOLATION

Authority for the enforcement of this ordinance is provided under 160D. Violation of the provisions of this ordinance ~~or may include~~ failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances.) ~~shall constitute a misdemeanor.~~ Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$50.00 ~~or imprisoned for no more than thirty (30) days~~ per offense. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the County of Beaufort from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 504. VIOLATIONS AND PENALTIES

A. Civil Penalties: except as otherwise provided elsewhere in this ordinance, any person who violates any of the provisions of this article shall be subject to a civil penalty of not more ~~that than~~ one hundred dollars (\$100.00) per violation. Each day of a continuing violation shall constitute a separate violation. The board of county commissioners upon recommendation from the planning board shall determine the amount of the civil penalty to be assessed under this section and shall make written demand for payment for which the penalty has been imposed. If payment is not received or equitable settlement reached in sixty (60) days after demand for payment is made, the matter shall be referred to the county attorney for institution of a civil action in the name of the county in the appropriate division of the general courts of justice for recovery of the penalty. Any sum recovered shall be used to carry out the purposes and requirements of this ordinance.

~~B. Criminal Penalties: Any person who knowingly or willfully violates this ordinance or who knowingly or willfully initiates or continues unapproved development shall be guilty of a misdemeanor punishable by imprisonment not to exceed thirty (30) days, or by a fine not to exceed fifty dollars (\$50.00)~~

~~C.B.~~ Injunctive Relief: Wherever the board of county commissioners has reasonable cause to believe that any person is violating or threatening to violate this ordinance or any term, condition, or provision of approval it may, either before or after the institution of any other action or proceeding authorized by this ordinance, institute a civil action in the name of the county for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county. Upon determination by a court that an alleged violation is occurring or is threatened, it shall enter such orders or judgments as are necessary to abate the violation or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to such proceedings from any civil or criminal penalty prescribed for violations of this ordinance.

Solar Energy Facilities Ordinance: Section 12.2

~~SECTION 12.2. VIOLATION SHALL BE A MISDEMEANOR.~~

~~Any person, firm, corporation, or other entity who constructs, maintains or operates, or who controls the maintenance of a SEF in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished by a fine not to exceed \$500, or by imprisonment not to exceed 30 days, or both, in the discretion of the court. Each day that said SEF is constructed, maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.~~

ADDENDUM 5

Disability Retirement Health Insurance Policy Change

Article VII – Pay and Benefits Revision – Page 2

trainee and probationary employees who work at least 1,000 hours annually. Such an employee, who is working or on paid leave for one-half or more of the regularly scheduled workdays in a month, shall be eligible for group hospitalization insurance.

Any qualified employee wishing to have additional hospitalization in the form of other family-type coverage may do so at their expense and have the premium payroll deducted. All new employees shall become eligible for hospitalization and the cost of coverage shall be paid by the County with the remainder of the cost being paid by the employee. If an employee is on leave of absence without pay, that employee can remain covered under the County's group hospitalization plan but must pay the entire premium to the County Human Resources Office prior to the first working day of the month they are to be covered. Insurance coverage ceases on the date of separation whether voluntary or involuntary.

Hospitalization – Insurance Coverage for Retirees and Disability Retirees hired before August 7, 2023.

The County shall provide hospitalization insurance for employees who qualify and retire on LGERS regular retirement, until age 65 or until they are eligible for Medicare and who meet either one of the following criteria:

1. Twenty (20) years of cumulative service with Beaufort County and reached age 60; or
2. Thirty (30) years of cumulative service with Beaufort County with no age requirement.

Hospitalization – Insurance Coverage for Disability Retirees – Only For Employees Hired as of August 7, 2023, and after. All other employees will continue under the current policy.

- 1) The County shall provide hospitalization insurance for employees who qualify for Local Government Disability Retirement for **only two (2) years** if they do not qualify for Social Security Disability or have not applied for Social Security Disability benefits.
- 2) The County shall provide continual hospitalization insurance coverage for after (2) two years for employees who:
 - (a) demonstrate that they have applied for Social Security disability benefits within (1) one month of being approved for LGERS disability, and
 - (b) they have been approved for Social Security disability and they are waiting for their Medicare insurance benefit to become active. This typically takes 24 months or longer.

*** The County will NOT provide hospitalization insurance for employees retiring on LGERS disability retirement who have earned the State Health Plan benefits through employment with the State of North Carolina.

ADDENDUM 6

Solid Waste Ordinance Update

Chapter 52: SOLID WASTE

Section

General

- 52.001 Title
- 52.002 Purpose
- 52.003 Authority
- 52.004 Jurisdiction
- 52.005 Liability
- 52.006 Choice of Law and Venue
- 52.007 Conflict with Other Ordinances or Laws
- 52.008 Severability
- 52.009—52.049 Reserved
- 52.050 Definitions
- 52.051—52.074 Reserved
- 52.075 Annual Solid Waste Fees
- 52.076-52.099 Reserved

Collection and Disposal

- 52.100 General Provisions
- 52.101 Solid Waste Storage and Disposal
- 52.102 Licensing of Household Solid Waste Collectors
- 52.103 Revocation of Household Solid Waste Collectors License
- 52.104 Solid Waste Collection
- 52.105 Transportation of Solid Waste
- 52.106 Littering and Unauthorized Dumping
- 52.107 Recycling
- 52.108 Scrap Tire Facility
- 52.109 Yard Waste Processing Facility
- 52.110-52.199 Reserved

Enforcement and Penalties

- 52.200 Enforcement
- 52.201 Penalties

General

§ 52.001 TITLE.

This chapter 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.

§ 52.002 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.

§ 52.003 AUTHORITY.

The county enacts this chapter pursuant to G.S. Ch. 130A and G.S. Ch. 153A.

§ 52.004 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 chapter also applies to both publicly owned and privately-owned solid waste management facilities located in the unincorporated areas of the county.

§ 52.005 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.

§ 52.006 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.

§ 52.007 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 52.001 of this chapter. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of the County of Beaufort conflict with this Ordinance, the more restrictive requirement or the requirement that imposes the higher standard will govern.

§ 52.008 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.

§ 52.009—52.049 RESERVED.

§ 52-050 DEFINITIONS.

- (A) The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, 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.

Board means the Board of Commissioners of Beaufort County, North Carolina.

Clean wood means untreated wood pieces and particles that do not contain paint, laminate, bonding agents, or chemical preservatives or are otherwise unadulterated.

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 Environmental Quality (NCDEQ).

Director means the Beaufort County Public Works Director who is the administrator designated with the responsibility for the solid waste program, or designated representative.

Disposal means the final placement of collected solid waste into a landfill or other lawful site.

Division means the Solid Waste Division of the Beaufort County Public Works Department.

Electronics means waste consisting of televisions, computers, peripherals, etc.

Fee schedule means a listing of fees charged by the County that is determined by the Board of Commissioners at least once per year, typically during the annual budget process.

Garbage means all putrescible wastes, including animal 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 generated in a residence 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 generated in a residence in the course of ordinary day-to-day living, including but not limited to food waste, 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 disposal facility or a part of a disposal facility where solid waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility. 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.

Person means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

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 solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for birds or animals. The term does not include uncontaminated yard waste 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 adopted by the state and the county or any appropriate federal agency.

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 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. For the purposes of this chapter, this term does not include stumps or material greater than 8" in diameter or 6'-8' in length.

§ 52.051—52.074 RESERVED.

§ 52.075 ANNUAL SOLID WASTE FEES.

- (A) An annual solid waste fee will be billed 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 costs of disposing of household solid waste in the county, the management of the solid waste collection service, scrap tire collection service, yard waste collection service, and other solid waste services.
- (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, even if the unit is occupied or leased by another person. 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. Delinquent 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.

COLLECTION AND DISPOSAL

§ 52.100 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 chapter and with applicable state and federal law.

§ 52.101 SOLID WASTE STORAGE AND DISPOSAL.

- (A) 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 chapter.
- (B) 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.
- (C) Garbage shall be stored only in containers that are durable, nonabsorbent, nonleaking, and easily cleaned. Each container shall be kept clean so that no other nuisance condition exists.
- (D) Solid waste shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.
- (E) No owner, occupant, tenant or lessee of a building or dwelling, other than a salvage and/or 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.
- (F) 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, freezer, 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.
- (G) Construction waste must be disposed of at disposal sites approved and permitted by the department or as permitted pursuant to G.S. 130A, Article 9.
- (H) Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the Department.
- (I) All sharps must be placed in a sealed, puncture-proof container prior to disposal with other solid waste.
- (J) Open burning of solid waste is prohibited pursuant to 15A NCAC 02D.1903.

- (K) 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.
- (L) No person, solid waste collector, or company shall dispose of hazardous or liquid wastes in any county-owned collection site or transfer station.
- (M) No person, solid waste collector, or company shall dispose of solid waste, except by one of the following methods, provided that:
 - 1. Sanitary landfill which has been approved by the department.
 - 2. Collection and recycling centers operated by the county for individual households in the county.
 - 3. 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.
 - 4. Construction/demolition landfill approved by appropriate county, state and federal agencies.
 - 5. By any other methods including reclaiming or recycling processes which have been approved by the department.
- (N) A violation of this section is punishable as outlined in Section 52.201.

§ 52.102 LICENSING OF 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 only 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 in the solid waste fee schedule.
- (C) 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. 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.
- (D) All licensed household solid waste collectors shall display plainly visible decals or lettering on the collection vehicle showing the name and address or phone number of the owner. The information shall be on file with the Division.
- (E) All licensed household 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.
- (F) Licensed household solid waste collectors shall remove garbage or refuse from the premises of their customers at least once a week.

- (G) Licensed household solid waste collectors shall schedule normal collections between the hours of 6 AM and 9 PM.
- (H) All solid waste collected shall be disposed of frequently in a licensed sanitary landfill or other approved disposal facility.
- (I) Licensed household solid waste collectors are required to notify the Division 30 days prior to any expected closure of the business.
- (J) No solid waste collector shall dispose of solid waste at the solid waste collection sites provided by the county.
- (K) 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 of receipt of the request for a hearing. This appeal shall be based on the license application record. 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. The Board shall hear the appeal, which shall be based on the application record and record of the hearing before the Public Works Director. The Board shall either affirm the denial or direct the Public Works Director to issue the license.
- (L) A license may be transferred due to the sale of a company or line of business, 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.

**§ 52.103 REVOCATION OF HOUSEHOLD SOLID WASTE COLLECTORS
LICENSE.**

- (A) A Beaufort County Household Solid Waste Collector privilege license issued for collection and transportation of household solid waste may be revoked for violations of applicable county, state, or federal regulations pertaining to the management of solid waste.
- (B) Whenever, upon inspection of facilities, equipment, or operating methods or practices of a licensee, 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 licensee 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.
- (C) If, after reinspection, the Division finds conditions or practices not corrected, the licensee 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 outlined in Section 52.102(A).
- (D) The Division may reinstate a revoked license after revocation has been in effect for 30 days if the Division finds that the conditions causing the violation have been corrected.

- (E) 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.

§ 52.104 SOLID WASTE COLLECTION.

- (A) Solid waste shall be collected by the following methods:

1. Transporting the solid waste to a transfer facility or landfill facility permitted by the department.
2. Placing the solid waste in a receptacle provided at a collection site within the county.
3. Placing the solid waste in a receptacle provided by an incorporated municipality or commercial solid waste collector.
4. Other lawful means.

- (B) Collection Sites

1. 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.
2. 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.
3. Non-residents, businesses, institutions, or any other commercial or industrial establishments are prohibited from using the collection sites.
4. Waste generated outside of Beaufort County is prohibited.
5. The operating schedule will be made public via signage, website postings, press releases, or other appropriate means.
6. All persons entering the collection sites shall observe all rules, regulations, and signs.
7. 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.
8. No persons shall leave solid waste at the collection site outside the receptacle.
9. The following waste types may be accepted at collection sites when there is a specific area designated for the collection of such items:
 - a. Household Solid Waste
 - b. Household Bulk Waste
 - c. Yard Waste
 - d. White Goods

- e. Mixed Metal
 - f. Used Motor Oil (and associated filters)
 - g. Electronics
 - h. Recycling of specific products, as markets allow.
 - i. Other material as approved by the Commissioners.
10. All other waste types are expressly prohibited from disposal at solid waste collection sites.
 11. No person may loiter, scavenge, or rummage about the collection sites to remove articles therefrom.
 12. No person shall vandalize any property associated with solid waste collection sites.
 13. No person may trespass on property used for solid waste collection during non-operational hours.
 14. 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 Section 52.201.
 15. 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

1. The County shall contract with a company to provide transfer station services.
2. The following groups or persons shall be exempt from the payment of fees for disposal of garbage or other waste:
 - a. Any group that brings acceptable 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.
 - b. Other parties as authorized by the Division.
3. 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.

§ 52.105 TRANSPORTATION OF SOLID WASTE.

- (A) Vehicles or containers used for transportation of solid wastes shall be secured by effective means to prevent the blowing or spilling of materials from out of the vehicle. 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 blown or spilled during transportation shall be picked up immediately by the transporter and returned to the vehicle or container, and the area properly cleaned.

§ 52.106 LITTERING AND UNAUTHORIZED DUMPING.

- (A) Littering is prohibited pursuant to G.S. 14-399.
- (B) No person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on public or private property unless such solid waste is placed in a receptacle designated for the collection of solid waste.
- (C) It shall be unlawful to leave solid waste at a closed collection site.
- (D) It shall be unlawful for any person to litter at collection sites. Littering shall include dumping solid waste in a solid waste container that causes the container to overflow.
- (E) The owner or operator of a vehicle shall be responsible for dumping, littering, and other violations in which his vehicle is used.
- (F) If any solid waste disposed of in violation of this section 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 section.
- (G) A violation of this section is punishable as outlined in Section 52.201.

§ 52.107 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.

§ 52.108 SCRAP TIRE FACILITY.

- (A) The county shall operate at least one facility to collect scrap tires.
- (B) Certified scrap tires are:
 - 1. Generated in North Carolina,
 - 2. Five or fewer tires, or
 - 3. More than five scrap tires that are accompanied by a completed NC Scrap Tire Certification form.
 - 4. Certified scrap tires are not subject to a disposal fee.
- (C) Uncertified scrap tires are:
 - 1. More than five scrap tires that are not accompanied with a completed NC Scrap Tire Certification form, or
 - 2. Any scrap tire generated outside of North Carolina.

3. Uncertified scrap tires are subject to a disposal fee as specified in the fee schedule.
- (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) Loads 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 Section 52.201.

§ 52.109 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 as specified in the fee schedule.
- (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 Section 52.201.

§ 52.110-52.199 RESERVED.

ENFORCEMENT AND PENALTIES

§ 52.200 ENFORCEMENT

- (A) Enforcement of this article shall rest with those governmental agencies and personnel authorized to exercise police powers under G.S. 14-399 and shall include, without limitation, the Beaufort County Public Works Solid Waste Division, the Beaufort County Health Department, and the Beaufort County's Sheriff's Office.
- (B) The provisions of this article shall be enforced by the inspection of property and by the observation of persons who are suspected of violating any of the provisions contained herein. Enforcement personnel are empowered to issue citations, warning citations, or letters of warning when any of the provisions of this article have been violated.
- (C) Enforcement personnel may issue a warning letter or warning citation. Such a letter or warning citation shall state therein the nature of the violation, the corrective measures to be taken, and the time and date when corrections are to be completed. Failure to comply with the corrective measures stated in such warning notices shall be just cause for enforcement personnel to issue a citation for violation of this article.
- (D) Persons found to be in violation of the provision of this article may be allowed to perform remedial cleanup work in lieu of prosecution, injunctive action, or civil penalties at the discretion of the Beaufort County Public Works Solid Waste Division.
- (E) The County shall have the power to collect delinquent accounts by any remedy provided by law for collection and enforcing private debts as provided for in G.S. 153A-277(b).

§ 52.201 PENALTIES.

(A) The County may, at its discretion, take any one or more of the following courses of action to remedy any violation of this chapter:

- 1. Denial of Use
 - a. The County may deny use of any solid waste facility to any person due to violation of any section of this chapter.
- 2. Recovery of Costs
 - a. In addition to other penalties imposed for violations of this chapter, any person determined to have caused the violation shall be liable to the County for any one or more of the following:
 - i. Costs incurred by the County for any cleaning, repair, or replacement work caused by the violation;
 - ii. Expenses, loss, damage, or costs and expenses incurred by the County, including, but not limited to, attorney fees, engineering fees, and other expert and consulting fees caused by the violation; and

- iii. Other consequential damages, foreseen or otherwise, to the County, including, but not limited to, fees, penalties, damages, and other costs incurred in the County's defense against claims for such consequential damages.
- b. The Division will determine actual charges. If contested, the Board will determine the amount of charges.
- c. All costs associated with the removal of accumulated solid waste on a property shall be billed to the originator if determined through prima facie evidence.
- d. All costs associated with the removal of accumulated solid waste on a property whose originator cannot be determined shall be billed to the property owner. Failure to pay the costs for the removal of the solid waste will constitute a lien against the real estate enforceable in the same manner as real estate taxes.

3. Civil Penalties

- a. The County may assess a civil penalty for violation of this chapter. The civil penalties shall be divided into three tiers:
 - i. Tier One
 - a. Littering. Littering includes the improper disposal of small quantities of solid waste on private or public land and highway rights-of-way.
 - ii. Tier Two
 - a. Scavenging, unauthorized salvaging of discarded items.
 - b. Improper transportation, including uncovered trucks and unsecured loads, or improper vehicles by contract haulers of solid waste.
 - c. Failure to remove solid waste from property within thirty (30) days of notification by the county.
 - d. Violations of county requirements on use of solid waste collection sites.
 - iii. Tier Three
 - a. Illegal dumping, including leaving solid waste at a closed solid waste facility or dumping in unapproved areas.
 - b. Illegal burning of solid waste
- b. Penalty amounts shall be published in the Solid Waste Fee Schedule.

(B) Criminal Penalties

- 1. In addition to or in lieu of the civil penalties described herein, violators may be criminally charged per G.S. 14-4. Violation of the chapter is a Class 3 misdemeanor and shall be subject to a fine of not more than \$500.00.



Beaufort County, North Carolina
Department of Public Works
Solid Waste Division

111 West 2nd Street | Washington, North Carolina | 27889
Phone (252) 975-0720 | co.beaufort.nc.us

FY2024 Solid Waste Fee Schedule

Annual Solid Waste Fee	\$180 per household
Commercial Yard Waste Disposal Fee	\$30.00 per ton
Commercial After-Hours Landfill Access Card	\$10.00 per card (new & replacement)
Solid Waste Ordinance Civil Penalties	
<u>Tier 1</u>	
First Offense	Written Warning
Second Offense	\$250.00
Subsequent Offenses	\$500.00
<u>Tier 2</u>	
First Offense	\$100.00
Subsequent Offenses	\$500.00
<u>Tier 3</u>	
First Offense	\$300.00
Subsequent Offenses	\$500.00
Uncertified Scrap Tires Disposal Fee	_____ per ton

ADDENDUM 7

Aurora Industrial Park Infrastructure

Budget Amendment Request

Date of Request: 8/7/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	200,000	
10-9800-598034	Transfer to Fund 34- Economic Dev.	200,000	
34-3726-439810	Transfer from GF	200,000	
34-4933-566097	Town of Aurora Loan	200,000	

State Position No. _____

14/15

STATEMENT OF WORK

Defining:

Deliverables for Development of Aurora Industrial Park

Issued:

Town of Aurora

February 26, 2019

1.0 – INTRODUCTION AND BACKGROUND

The Town of Aurora (the town) expects to develop an Aurora Industrial Park (AIP) on a 51-acre site (the Thompson Tract) on the south side of NC Highway 33 and behind the Aurora Fire Department to accommodate Nutrien contractors currently occupying an area at the Nutrien plant known as “Contractor City.” Occupants of that site have no access to running water or sewer. It is expected that the proposed development will bring a large new payroll and an estimated 65 jobs to Town.

Accomplishment of the deliverables set forth in this Statement of Work (SOW) is a pressing priority for the town because of the sharp decline in growth it has experienced in recent years. Since the 2010 census, Aurora has lost substantial population, tax revenue and water and sewer customers due to its lack of growth. The town’s only grocery store has closed.

2.0 – OBJECTIVES TO BE ACOMPLISHED UNDER THE SOW

The following objectives must be accomplished by consultants (Sandy Acton and Allen Paul) to be engaged to carry out this SOW:

1. Oversee overall project development and implementation;
2. Assess options for land acquisition in and/or adjacent to the Town that are suitable for siting of the proposed Park;
3. Contact landowners of properties to determine their willingness to sell and what their likely sale price would be;
4. Assist the Town, as necessary, with land acquisition;
5. Assist the Town in selecting an attorney to coordinate land transactions;
6. Consult with one or more engineering/architecture/survey firms for advice as to the suitability of properties identified as potential sites;
7. Assess suitability of zoning of such sites and recommend changes to the Town as necessary;
8. Identify potential funding sources for any infrastructure development to provide water and sewer services on potential sites identified;
9. Advise Nutrien and its contractors that the Park is being developed, and assess the interest of contractors in relocating therein;
10. Explore infrastructure funding options with the NC Department of Commerce, the Golden Leaf Foundation and others as necessary;
11. Prepare grant applications for infrastructure funding on behalf of the Town;
12. Advise the Beaufort County Manager and the County Economic Development Officer of the project and enlist their support;

13. Recommend an engineering/architecture/survey firm for the Town to engage;
14. Advise the Town on infrastructure improvements as needed;
15. Market property to Nutrien contractors;
16. Keep the Mayor of Aurora advised at all times of project activities;
17. Report to other parties, as directed by the Mayor, on project activities.

3.0 – CAPABILITIES REQUIRED TO ACCOMPLISH SOW TASKS

Certain capabilities are required of project consultants who have undertaken critical tasks listed in this SOW on behalf of the Mayor as follows:

- In-depth knowledge of and experience with commercial property development;
- “Local knowledge” of the Town of Aurora, Beaufort County and the area’s largest employer, Nutrien;
- Knowledge of infrastructure development funding such as the NC Commerce Department, the Golden Leaf Foundation and various non-profit foundations;
- Experience with grants administration;
- Knowledge of and experience working with area engineering/architecture/survey firms, law firms and design-build firms;
- Senior-level contacts with NC state government, Beaufort County, including the county’s Economic Development Program and the Beaufort County Committee of 100.
- Ability to provide continuing liaison with the mayor and the Town Board to insure that they are adequately informed of work in progress and milestones accomplished.

4.0 – FUNDING OF THE SOW, PROJECT TIMELINE AND TASK TRACKING

The Town of Aurora’s budget is insufficient to advance funding – nor will the Town at any time advance funding – for the cost of services to carry out these SOW tasks. Further, funding for such services will not be forthcoming from potential project funding sources such as the NC Department of Commerce, the Golden Leaf Foundation or Beaufort County. At the same time, the services of highly qualified consultants are indispensable to project success. Therefore, the compensation for consultants will be included in land costs and borne by Nutrien contractors purchasing lots in the proposed park.

In view of the complexity of the tasks to be undertaken, the Mayor of Aurora and the Town Board will need to make clear to any consultants it engages that a timeline of up to five years may be required to complete the project. The Mayor must make clear to such consultants that funding for their services will not be available until lots are sold. Such consultants shall provide the Town with timely reports on tasks they have undertaken; and further, their Task Tracking shall be added as “Appendix A” to this SOW.

The Town recognizes that it is calling for with this SOW a “turnkey approach” involving several types of work product and, further, that in a commercial setting, each of these work products would generally be priced and paid for separately. These work products are:

- Project Management – Principals engaged to carry out this SOW are being engaged to provide a wide range of services that result in an end-product for the Town of Aurora, that being a successful Aurora Contractors Park. High-level management services will be required to execute objectives defined in the SOW.
- Grant Management – A critical project component is to obtain funding in the form of infrastructure grants to provide water, sewer and roads in the park. Such grants are indispensable because it is highly unlikely that alternative funding (commercial, bond issues, etc.) will be available. Therefore, it is essential that the principals identify, pursue and secure the required infrastructure grants. It is estimated that these grants may be in the range of approximately \$1 million.
- Real Estate Marketing – Once site plan with individual lots has been prepared, project principals will need to present purchase options to individual Nutrien contractors. Each lot in the park will be sized to fit custom needs. Principals will need to prepare marketing materials and present same to make final sales.
- Real Estate Closings – A condition of obtaining infrastructure grants from NCDOC and Golden Leaf Foundation is that the Town must own the land where the proposed park is located. Principals will be required to execute appropriate contracts with Nutrien contractors to provide for real estate closings after work funded by infrastructure grants has been completed.

Based on the range of services described above, fair and reasonable compensation of consultants will be recommended by the Mayor and approved by the Town Board based on the total time the consultants have expended and the overall success of the project.

5.0 – CONSULTANT QUALIFICATIONS

5.1 – JOHN “SANDY” ACTON, PRESIDENT/CEO, GLENWOOD PROPERTIES INC.

- Native of Raleigh, NC
- Graduated from Wake Forest College in 1967 with a Business Administration degree
- Commissioned a Second Lieutenant in the US Army and served two years. The last year was with the 25th Infantry Division, in Cu Chi, Viet Nam as the Class I officer.
- Discharged in October 1969
- Cameron Brown Co-1970-1984
- Sunstates Development Co-1984-1990
 - President-1988-1990-Developed neighborhood shopping centers and apartments to be sold to investors
- Glenwood Properties, Inc.1990-Present
 - Commercial brokerage
 - Small developments
 - Developed and sold out a 200-acre office park in Lake Mary, Florida for the N. C. Life and Health Guaranty Association. Profit estimated at \$17 million

5.2 – ALLEN PAUL – BUSINESS DEVELOPMENT EXECUTIVE

- Lifelong native of Aurora, NC with a home on Intra-Coastal Waterway
- President, Unisphere Inc., defense contracting firm that assessed advanced technology for the U.S. Army (10 years)
- Brought technology that converted food and other types waste into natural gas to market (2003);
- President, Agriculture Council of America, Washington, DC (12 years)
- Led successful effort to enact a congressional ban on grain embargoes
- Early career work included writing speeches for the U.S. Secretary of Agriculture; and managing successful political campaigns.
- Author of *New York Times* reviewed and widely read book *Katyn: Stalin's Massacre and the Triumph of Truth*
- Holds graduate degree in International Politics from Johns Hopkins University.

6.0 – RELATIONSHIP BETWEEN CONSULTANTS AND TOWN OF AURORA

Allen Paul and John Acton (Consultants) have been working for several years without compensation to create and develop the Aurora Industrial Park for the Town. Consultants will be compensated for the creation and development of Aurora Industrial Park as follows:

- A. Funds will NOT be provided by the Town of Aurora's operating accounts or from any grant money from Beaufort County, NC Department of Commerce or The Golden Leaf Foundation, but from the sale of land to be acquired by the Town of Aurora with the assistance of the Consultants.
- B. Consultants will market the land to Nutrien contractors at a price to be recommended by Consultants to the Town of Aurora, and approved by the Town.
- C. Funds from the sale of the real estate will first be used to pay for all closing costs, and then the balance of the funds to repay a loan from Beaufort County and any and all costs associated with said loan.
- D. The balance of the funds will then be used to pay all legal costs associated with grants or loans
- E. After the Beaufort County loan is repaid, and all legal costs are paid for items described above, remaining funds will be divided evenly between the Town of Aurora and each Consultant. In other words, each party will receive 33.33% of the remaining funds. The Town of Aurora will share such proceeds because of its oversight role with the project.

full, the Town will make distributions on a monthly basis to the consultants from current cash flow from the sale of lots.

- F. An Aurora Industrial Park Phase II to adjoin Phase I on its south side is contemplated. The parties to this agreement will cooperate on the same basis described in "Part 6/E" above in bringing Phase II to fruition.

APPROVALS BY THE TOWN OF AURORA AND CONSULTANTS

The signatures affixed below signify the approval of this agreement by the Town of Aurora and the consultants who will coordinate the Town's efforts to develop Aurora Industrial Park.

For the Town of Aurora



Clif Williams, Mayor

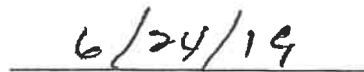


Date

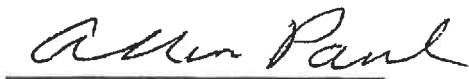
For the Consultants



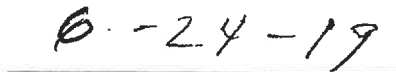
John Acton



Date



Allen Paul



Date

APPENDIX 1 – ACCOMPLISHMENT OF SOW TASKS

2015 (APRIL TO DECEMBER)

Secured Mid-East Commission evaluation of Park project and contact recommendations
Began assessing options for land acquisition
Asked Bobbitt Construction to prepare rough “no cost” site plan
Met Southern Bank’s real estate specialist, Jerry Alexander, re lot on NC 33
Met Paul Proctor in New Bern re acquisition of his property along Pearl Street
Assessed other potential sites adjacent to medical center
Met Elgin Stilley and secured an expression of interest from EnviroVac, a PCS contractor
Secured zoning and setback requirements from Mid-East Commission
Discussed site options with Jeffrey Robinson, Southern Bank Aurora
Met attorney T. R. Thompson about Thompson tract and representation option
Evaluate storm water input from Mid-East
Met Bob Chiles in New Bern, a civil engineer who has done work for PCS
Met Martyn Johnson of Beaufort County Economic Development
Met Steve Broome, Aurora landowner, to discuss land acquisition
Evaluated various Peed tracts
Examined GIS maps for 12 properties – 7-1-15
Outlined presentation for PCS management and PCS contractors
Made photographs of six properties
Briefed Vivian Lamb on project (organizing possible charter school for Aurora)
Met Ray McKiethan of PCS to discuss project
Brief Curtis Brown, PCS Land Office
Briefed Dan Gerlach, CEO of Golden Lean
Evaluated the impact of losing the town’s only grocery store
PCS Credit Union told to leave plant site; called to discuss relocating to Park

2016

Meetings: Dan Alligood, McCloskey; Carl Huddle, trader; and Jeff Hendricks of Coastal Industrial Services to discuss project
Brief T. R. Thompson on project status
Brief Kevin Bryant of Roberts Co
Second meeting with Broome re land acquisition
More briefing of T. R. Thompson for his discussion with Max Thompson on land acquisition
Got Will Marshburn of Bobbitt Design/Build to draw rough “no cost” sketch of site plan
Met with ABC Board re gifting Aurora lot to Town
Secured commitment from Curtis Potter to sell two acres on NC 33 adjacent to Broome tract
Reevaluate PCS position on Park following CEO’s dismissal
Review Bobbitt sketch of site plan
Met Dan Gerlach, CEO Golden Leaf
Evaluate ABC Board draft option
Present option to Kay at ABC Board
Brief Bryant Buck on status

Prepare database of PCS contractors
 Met Terry Groome re town water and sewer capacities
 More evaluation of acreages using county GIS maps
 Brief Ray McKiethan of PCS on park status and briefing of Plant Manager
 Jerry Alexander reports S/Bank won't sell lot on NC 33; means ABC option won't work
 Met with Paul Proctor to discuss buying his acreage in center of town
 Met T. R. Thompson to discuss land acquisition
 Briefed Town Board on project status. Enthusiasm is strong.
 Evaluate Paul Proctor's proposal to sell apartments with his raw acreage
 Evaluate possible land donation from Beaufort Co. not enc April 23
 Received contractor estimate on rehab of Proctor apartments @ \$35K each
 Sandy preps offer to Paul Proctor
 Received proposal from East Group for engineering and survey work
 Consulted with Mack Paul re organization of park project and Proctor land acquisition
 Review town zoning maps
 Met Bryant Buck Mid-East re rezoning Proctor property
 Conference with Clif re above
 Sandy develops / submits bus plan for center of Aurora park project
 AP develops prospect list for Clif and others
 East Group submits prelim storm water and grassed swales costs
 Develop fencing options for park
 Develop milestone checklist on fencing, park covenants and conditions, rezoning
 Obtain more fence options
 Briefed Dan Alligood of McCloskey
 Elgin Stilley reports EnviroVac won't but Hooker Oil property
 Obtained building / property specs from McCloskey
 Update McCloskey, EnviroVac and Roberts on project
 PCS Plant Mark approves contractors moving; assigns McKiethan as our contact
 Informed Elgin, Kevin Bryant and Dan A PM's decision
 Met Kevin Rawls, CEO/ Wimco re design/build services

2017

Provide status report to contractors
 Meet with Beaufort Co Committee 100 / Buck of Mid-East
 Obtain large maps of Thompson tract from co. mapping office
 Explore Duke Energy Site Readiness Program rec by Martyn Johnson
 Sandy / Martyn meet in Raleigh
 Begin discussion with Max Thompson re his purchase conditions
 Review restrictions and covenants for Washington Industrial Park sent by Martyn
 Roberts Co requests order of mag cost / prepare
 Update Dan Gerlach of Golden Leaf
 Martyn provides comp list of grant sources for park
 Chris Bailey / ITAC design-build signifies interest in locating in park
 Mid-East provides application form for land acquisition loan
 Briefed Michelle Clements of The East Group re park plans

Brief Clif on status of Thompson land acquisition
 Estimate contractor requirements in park; six need 36 acres
 Clarify right-of-way from Thompson tract to NC 33
 Met E. Henries to explore acquisition of two acres on NC 33
 Analyze adjacent landowners and brief Clif
 Draft Letter of Intent (LOI) for Thompson acquisition
 Receive comprehensive proposal from Michelle of East Group
 Revisions in LOI / confer with TR
 Generate rezoning app with Mid-East for presentation to Town Board
 Final LOI corrections
 Two briefings on 3/27 with Town Board members: saw Farrow alone;
 Bragg could not come; saw Lee and Boyd second. Got good input and interest
 Discover railroad line thru Thompson prop / decide impact if any
 Prepare rezoning application with Mid-East support
 Obtain petition for rezoning of Thompson tract from Town Board
 Review Mid East flow-chart, site plan sketches
 Review site plan details (especially road width) with Michelle of East Group
 Met Chris Bailey ITAC in Raleigh
 Mack Paul introduces Commercial Properties Realty Trust (CPRT) as potential investor
 Brief Carolyn Martin, President of (CPRT) on overall park project
 Allen briefs Carolyn Martin on obtaining development plans from individual contractors
 Conference with Mid-East re site plan approvals
 Updated prospect list shows 12 PCS contractors have interest in moving to park
 Town Board approves rezoning at May 1 meeting (Sandy presented)
 Met with Bryant Buck re developing comprehensive project proposal and SOW
 Discussion of leasing option offered by CPRT with various contractors
 Hagler and Fla Handling Systems signify interest in park
 Prepare for 5/31 visit of CPRT/CEO to Aurora to meet contractors / review plans
 Report to Mid-East on NCDOC and GLF applications
 Analysis of parking policy for Aurora
 ITAC provides Contractor Requirements Survey for CPRT
 Prepare maps for CPRT/CEO visit to Aurora
 Define CPRT relationship with project principals
 McCloskey returns Contractor Survey Response
 Acton provides written report 5-24-17 to Mayor on status
 5-31-17 meeting at Town Hall with CPRT/CEO and four contractors
 Met CPRT/CEO and George Richards at their office Raleigh to discuss next steps
 Contractor surveys completed by DRI, ITAC, McCloskey, EnviroVac
 Marshburn @ Bobbitt reacts to contractor surveys
 WIMCO expresses interest in design-build relationship
 East Group submits site sketch
 East Group calculates impervious lot space
 Report to contractors on project status
 Written report to Mayor of status
 Mid-East advises on approach to NCDOC
 NCDOT advises that Town of Aurora must own as a grant condition

CPRT declines role as prime 8-23-17
Notify contractors 8-24-17 of CPRT decision
Project principals meet to discuss next steps
Review East Group invoice for services
Met Samet and Duke Power representatives at Town Hall

2018

Introduction made to Kenny Flowers, Deputy Administrator, NCDOC
Project principals meet 8-10-18 with Flowers and Mark Poole at NCDOC
Prepare follow up reports to Mark Poole
Governor's office expresses support for project
Prepare for follow-up meeting with Mark Poole
Prepare preliminary Pre-Proposal for NCDOC
Met Mark Poole to discuss Pre-Proposal
Submit finalized Pre-Proposal to Town 10-10-18 for submission to NC
Respond to Mark Poole questions
Mark Poole reports decline of proposal by his board 10-21-18 due to jobs creation
Mark Poole reports on discussion encouraging Dan Gerlach to consider project
Former Commerce Secretary and Attorney Ernie Pearson offers financing option
Submit Conditions, Covenants, Restrictions to T.R. Thompson for review
12-12 project presentation Beaufort County Eco Dev Advisory Board
Advisory Board passes resolution of support for county funding of land acquisition
Prepare summary of project for Town and County
Martyn Johnson prepares documents on project status
McKiethan of PCS informs Clif that Plant Manager will send letter of support to contractors
Project principals draft letter of support from Nutrien Plant Manager to contractors
Clif send sends draft letter to PM 12-17
Complete financial analysis, flow charts, etc. for meeting with Dan Gerlach of Golden Leaf

2019

On 1-2 Dan Gerlach meets at Town Hall with Clif, Martyn, Sandy and Allen; pledges \$200K infrastructure grant contingent on approval of his board
Gerlach also agrees to urge Tony Copeland, Chairman of NCDOC to provide grant
Prepare land sales calculations
East Group estimates costs for 5,000 square foot building on 1.5-acre lot
Follow up calls with Martyn Johnson re presentation to Town Board on 2-4 and to Beaufort County Commissioners on 3-4
Set meeting for 1-22 with Martyn, Clif, Brad Lee, Town Attorney Brantley Peck
Discuss with Clif and Martyn need to get letter to contractors from Nutrien Plant Manager

ADDENDUM 8

Amendment to Hospital Master Lease Agreement to Revert Aurora Clinic to County

**AMENDMENT OF LEASE AGREEMENT BETWEEN
COUNTY OF BEAUFORT AND UNIVERSITY HEALTH
SYSTEM OF EASTERN CAROLINA, INC.**

THIS AMENDMENT OF LEASE AGREEMENT ("Amendment") is made effective as of August 1, 2023 (the "Effective Date"), by and between **County of Beaufort** ("the County"), a political subdivision of the State of North Carolina and **University Health Systems of Eastern Carolina, Inc. d/b/a ECU Health** ("Tenant"), a North Carolina nonprofit corporation.

WITNESSETH

WHEREAS, the County, Tenant, Beaufort Regional Health System, Beaufort County Hospital Association, Inc., and Beaufort Regional Physicians, LLC have enter into that certain Amended and Restated Lease Agreement, dated August 25, 2011 (the Lease); and

WHEREAS, the County is the owner of the property described as "Tract 9" (151 West 3rd Street, Aurora, North Carolina) and as more particularly described on Exhibit B to the Lease (Tract 9).

WHEREAS, the Tenant has previously operated a family medicine clinic at 151 West 3rd Street, however, recently ceased operations at this location.

WHEREAS, the County and Tenant desire that the Lease be amended transferring the Leased Property as identified as "Tract 9" and any leasehold interest in "Tract 9" back to the County upon the execution of this Amendment.

WHEREAS, upon execution of this Amendment Tenant shall transfer all leasehold interest in the real property identified as Tract 9 to County

WHEREAS, the County and Tenant now wish to amend the Lease as more fully set forth herein.

NOW, THEREFORE in consideration of the premises and mutual undertakings and representations herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Tenant hereby covenant, contract, and agree as follows:

1. Defined Terms. All capitalized terms not expressly defined in this Amendment shall have the meaning ascribed to them in the Lease.
2. Exhibit B, Hospital Authority Subdivision Parcels. "Tract 9" in Exhibit B of the Lease shall be deleted in its entirety.
3. Ratification of Lease. Except as expressly amended by this Amendment, the Lease shall remain in full force and effect in accordance with its original terms, and the Lease, as amended pursuant to this Amendment, is hereby ratified by Landlord and Tenant. In the event of inconsistencies between any term of this Amendment and any terms of the Lease, the term of this Amendment shall control.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which constitute an original hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This Amendment is executed by Landlord and Tenant effective as of the Effective Date.

TENANT: VIDANT MEDICAL GROUP, LLC d/b/a ECU HEALTH PHYSICIANS

By: 
Name: Andy Zukowski
Title: CFO
Jul 26, 2023

LANDLORD

ORT

Andy Zukowski
CFO
Jul 26, 2023

By:
Name:
Title:

ADDENDUM 9

Wrights Creek Living Shoreline Project

July 14, 2023

Brian Alligood
County Manager
Beaufort County
121 W. 3rd Street
Washington, NC 27889

Reference: Living Shoreline – Wright's Creek Park

Dear Mr. Alligood:

Please find the attached RK&K scope and fee for design services and educational materials for the Living Shoreline at Wright's Creek Park in Beaufort County. RK&K is very grateful for this unique opportunity to serve the County.

The attached Standard Terms and Conditions to Proposal and the associated scope of services are incorporated by reference into and are part of this Proposal. RK&K will not proceed until this Proposal, both the Proposal and the Terms and Conditions are signed and deemed accepted by Beaufort County.

Please let me know if you have any questions or need any additional information.

Sincerely,
Rummel, Klepper & Kahl, LLP



Doug Keller, PE, LEED AP
Project Manager

Enclosure

cc: RK&K – BKS

ARTICLE I – Base Scope of Services

Project Description

As part of the Wrights Creek Park project, Beaufort County (Client) has requested RK&K to provide engineering to produce plans and contract documents for the construction of a living shoreline demonstration. A map showing the project area is included as Attachment A. The project includes living shoreline site suitability analysis, simple location surveys, simple topographic surveys, living shoreline design, erosion control design, and assisting with development of educational materials. The Engineer will provide the engineering services required to design and prepare construction plans and specifications for work in accordance with the following scope of services:

Surveys

Simple survey services for this project will be provided primarily using survey-grade GSP units. Project limits are defined in Attachment A. Data collected will not be sealed by a surveyor licensed in the State of North Carolina.

Establish Horizontal and Vertical Control Network

Local monuments with known datum information will be required to maximize horizontal and Vertical Control accuracy. RK&K will attempt to achieve a vertical error of $\pm 0.1'$. Accessible and accurate control monuments within a survey traverse up to 300' outside the project limits in Attachment A and based upon United States Geodetic Survey NAVD 88 datum will be needed to ensure this goal. Our crews may be able to achieve 0.1' vertical accuracy by establishing controls with a survey-grade GPS receiver. The GPS receiver is dependent on specific satellite orbit locations for accuracy and may not be accurate on the day of survey. If either of these methods are not possible, vertical control will be collected with up to a $\pm 0.3'$ tolerance. Horizontal Control shall be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. A report will be created to detail the control used or established to develop the topographic survey data.

Planimetric Location and Mapping

The Engineer shall collect planimetric features using a survey grade data collection. Survey extents will be limited to 15,000 square feet of study area. The Engineer will perform a walk thru/classification of features to aid with labeling features. The survey data will include local bathymetric data and topographic data needed for design. Planimetric information shall include, but is not limited to the following:

- Marsh Delineation
- SAV Delineation
- Landscape areas, woods lines, and all trees in landscaped areas greater than 6" dia, and all ornamental trees shall be located by species and size.
- Utilities*
 - Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits. Rim and invert

- data will be collected with GPS receiver or conventional methods.
 - Gravity sanitary sewer - location, size, type, top and invert elevations. Rim and invert data will be collected with GPS receiver or conventional methods.
 - Water - location, valves (including top of nut elevations where accessible), meters, hydrants, wells (as surveyed and/or identified by local County or Municipal records), and associated appurtenances.
 - Gas - location, valves, meters, vents and associated appurtenances.
 - Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults (to include subsurface footprint).
 - Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
 - Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
 - Owner names, addresses, phone numbers and contact persons shall be provided for all utilities when available.
- * Locations of non-gravity underground utilities will be based on 811 or County staff markings. RK&K will not mark or provide locates on underground utilities. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation shall be considered Additional Services (Article II).

Concept Phase

During this phase, the Engineer will prepare a site suitability analysis and report with 25% design plans for the living shoreline demonstration site. 25% design plans shall consist of a title sheet and a plan sheet.

Design Phase

The Engineer shall develop 60% design plans and project special provisions in sufficient form and detail for constructability. All 60% designs for the Project shall conform to the appropriate NCDEQ guidance and/or the requirements of the County. 60% design plans shall consist of a title sheet, plan sheets, details sheet, and construction access plans for the selected living shoreline design. Draft educational materials will also be included.

Final Phase

The Engineer shall develop final plans and project special provisions in sufficient form and detail for the County to advertise for construction contracts. All final designs for the Project shall conform to the appropriate NCDEQ guidance and the requirements of the County.

The Engineer shall complete the final construction plans, incorporating and resolving all comments from the County and in such detail as to allow the County to advertise the proposed work for construction. The plans shall include a title sheet, existing condition, plan sheets construction access plan sheet, erosion control plan sheets, erosion control notes as well as details and notes sheets. Erosion control sheets will be intended to be incorporated into the greater Wright's Creek Park project and NCG01. Final educational material and site suitability report shall also be provided. The Engineer shall furnish one (1) hard copy set of 100% final construction plans and one (1) electronic set in PDF format, which will include final educational material and site suitability report documents, to the County for approval.

After final plans are reviewed by County staff, the Engineer shall furnish to the County one (1) electronic set (in PDF format) of sealed documents which shall include references to NCDOT specifications, special provisions, quantities, and sealed project plans.

Educational Materials

The Engineer shall research available public informational materials and draft education materials for shoreline erosion control using living shorelines. The Engineer will participate in one (1) virtual meeting with stakeholders to discuss the educational information. Once stakeholder feedback is received, final information to be included in outreach materials will be provided by the Engineer. Educational information will include signage and brochures.

Meetings, Coordination, and Project Management

Meetings and Coordination

The Engineer shall make available, at reasonable times, responsible staff members to meet with County staff to review the content and progress of the Project.

The Engineer shall provide routine project management and administration activities, including monthly progress reports, project letters/correspondence, and subconsultant coordination through the anticipated three (3) month duration.

MicroStation/GEOPAK

The Engineer shall prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer shall furnish to the County the final MicroStation/GEOPAK (Version 8i) design files, as represented by the final construction plans, excluding any extraneous working files.

Permitting Fees

The County will pay review fees associated with all permit applications and any mitigation fees required for the project.

Project Schedule

Plans shall reach a level of completeness necessary to apply for permits and approvals by November 7, 2023.

7/14/2023

ARTICLE II - Additional Services

If requested in writing by the County and accepted by the Engineer, the Engineer shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the County at rates to be agreed upon by the County and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

ARTICLE III – Excluded Services

- Subsurface Utility Engineering (SUE) and location\
- Property Surveys
- Stream/Wetland Delineations
- Stream/Wetland Permitting
- Coastal Area Management Act (CAMA) Permitting
- NCDEQ / NG01 Erosion Control Permitting and Approvals (to be included with the overall Wrights Creek Park design)
- National Environmental Policy Act (NEPA) Services
- Private Utility Coordination
- Water/Sewer Relocation Design
- Easement Exhibits / Plats
- Bid Assistance (Pre-bid, Addenda, and Bid Opening)
- Construction Management, Observation, and Materials Testing
- As-Builts
- Public Meetings, County Council Meetings, Community Involvement
- Geotechnical Analysis and Design
- Cost Estimates
- Survey data sealed by licensed survey in the State of North Carolina
- Construction Staking
- Grant Administration
- Bulk Production Educational Materials
- Distribution of Educational Materials
- Geotechnical Analysis and Data Collection

ARTICLE IV – Data and Materials to be Provided by the County

- Current design plans for the greater park project
- Survey Control Data
- Front end documents including bond forms, bid forms, and minority business forms

ARTICLE V – Fee for Services**Project Fee**

A lump sum fee of \$19,700 for living shoreline demonstration site analysis and design and \$3,500 for education materials will be a total of **\$23,200**.

7/14/2023

Approval

In lieu of, or in advance of a formal Consultant Agreement between RK&K and Client, the following approval may be executed:

This proposal is approved by Client. The attached Standard Terms and Conditions to Proposal are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed by signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of the Client.

Approved by Client:

Frankie Waters, Chairman
Beaufort County Board of Commissioners

Date

Approved by Client:

Anita Radcliffe, Finance Officer
Beaufort County Board of Commissioners

Date

Approved by RK&K:

B. Keith Skinner
Partner, RK&K

Date

7/14/2023

Attachment A

Project Limits



7/14/2023

**STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR
CONSULTING ENGINEERING AND SURVEYING SERVICES
BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND BEAUFORT COUNTY**

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Beaufort County, herein referred to as the "County," dated July 13, 2023. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. No warranties regarding the fitness, timeliness, or quality of professional services or work product are offered and no such warranties are implied.
3. County agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. County shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by County or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, County shall compensate RK&K for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, County shall be liable for all reasonable costs, expenses, and attorney fees associated therewith.
4. RK&K's services are performed solely and exclusively for County. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. County shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

9. County shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the Contract Documents.
10. County and RK&K waive all claims against each other and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by a builder's risk or other property insurance covering the property or the Project.
11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.
12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling, or disposal of hazardous or toxic materials on the site.
13. If County directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump sum fee, all such additional services shall be performed at 2.75 times direct personnel costs plus expenses.
14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope, and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.75 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith.
15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. County shall be entitled to use this work product for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.
16. County and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.
17. County and RK&K agree to waive all claims against the other for consequential damages arising out of or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities, and any other expectation losses.
18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.
19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.

BEAUFORT COUNTY TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING AND SURVEYING SERVICES

1. Rummel, Klepper & Kahl, LLP (RK&K) is Limited Liability Partnership organized in the state of Maryland.

2. Primary contact and primarily responsible person for the contract will be the following:

<u>RK&K</u>	<u>Beaufort County</u>
Doug Keller	Brian Alligood
8601 Six Forks Road	121 W. 3 rd Street
Forum 1, Suite 700	Washington, NC 27889
Raleigh, NC 27615	(252) 946-0079
(919) 878-9560	

3. Beaufort County will have an opportunity to review and/or inspect the deliverables prior to final acceptance. Deliverables for engineering work shall be in the form of paper copy, as well as (CAD) format.

4. The contract will be paid on a lump sum (fixed fee) basis. RK&K will complete the design services detailed in Article I of the scope for the fixed fee regardless of any costs incurred by the contractor or owner. Any work completed outside of the scope of Article I of the Scope of Services will be considered additional work and will be grounds for additional compensation.

5. All invoices submitted under the contract will include the County's project number.

6. RK&K will assist any necessary audit process through the County's if necessary.

7. All mileage, copying, courier delivery, meals, postage, and other miscellaneous expenditures are included in the lump sum contract amount included within this proposal.

8. Contract documents for the construction contract will utilize base documents provided by Beaufort County as well as those required by NCDEQ.

9. RK&K will evaluate cost comparisons/alternates as the design progresses. Once plans have been approved at each milestone re-work associated with any alternatives will be considered additional work.

10. RK&K is capable in preparing an Engineer's opinion of probable construction cost with each major plan submittal. Any opinions of probable cost provided represent RK&K's good faith professional judgement in light of its experience, knowledge and the information reasonably available to RK&K at the time of preparation of the opinion. However, since RK&K has no control over the market, economic conditions or bidding procedures, RK&K does not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions.

11. RK&K will update the schedule monthly or when milestones change and include the schedule with the invoice.

ADDENDUM 10

Request to Clean Property

Katie Mosher

Subject:

FW: Rosemary Hendry and 775/963 Magnolia School Road Property

From: Rosemary Hendry <rosemarybhendry@aol.com>

Date: July 20, 2023 at 12:01:35 PM CDT

To: fwaters50@gmail.com

Subject: Rosemary Hendry and 775/963 Magnolia School Road Property

Mr. Waters:

Thank you for your expedient response to my call and your call for action regarding the properties of 775 Magnolia School Road and 963 Magnolia School Road. Richardson told me that Shamel Lodge's name along with three or four other people's names is on the deed for 963. Because of past outs with particular extended family members connected to the property, I'm not excited about asking for ownership of it. In addition, I do not have the funds to build upon it at present and may not be able to do so in the future unless a miracle happens. I might pay the property tax if it isn't too much in arrears. Time will tell. Shamel's mother Karen Lodge-Johnson cussed me out after I gave her \$2,800 to move to NYC and she never stopped by to visit after saying she would.

Hood Richardson claimed he would find out who was dumping garbage on the lands but hasn't yet and I doubt he will even try. I look forward to getting a new surveyor to survey the land and for the tax collector's office and/or a lawyer to place my name back on the deed asap. I believe it's called adverse possession. I have receipts from over a decade ago where I paid the tax and Hood Richards for surveying the land placing columns in the ground to separate it from the neighboring cousins. He didn't measure it correctly and only two of the four columns can be seen. All of the land on the right side of 963 Magnolia School Road belonged to Olivia Mallison Moore and Ivy Moore who were my mother Lucy Mae Moore parents. She maid it heirs property. My siblings and any husbands signed quit claim deeds and I (under duress) signed another quit claim deed. Since my sister's (Ayanna Nkengi Kofi) sudden death in April of 2020, I resumed paying the taxes at 775 Magnolia School Road.

I would appreciate the land at 775 Magnolia School Road being cleaned up and that of 963 Magnolia School Road. Having some of the trees cut down would be a plus especiallu the one in front of 963. The Pecan tree behind where the house was at 775 Magnolia School Road is to forever remain where it is.

Rosemary Hendry
462 East 144th Street
Apt. 204
Bronx, NY 10454
(347) 373-7672
(347) 773-8803



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Public Hearing and Item for Decision

Presenter: Joshua Hollis, Planner

Agenda Title: Petition to Name a Road - Knota Road

Summary of Information: A petition to name a private road was submitted by Eric Stevens to name an existing private drive approximately 50 feet in width that intersects with Warren Ln, Belhaven, NC

The petition is being submitted due to a pending application for an address for a parcel that is currently being served by the unnamed road. The County's road naming and addressing ordinance requires the road to be named for addresses to be given.

The notice of public hearing was sufficiently advertised. Advertisement was posted in the Washington Daily News for two consecutive weeks on August 26, 2023, and September 2, 2023. Notices of the public hearing were also posted in the Beaufort County courthouse 10 days prior to the day of the hearing. The County ordinance requires applicants to provide three (3) proposed road names. Those submitted with the petition are listed below in order of preference.

1. Knota Road
2. Saila Way
3. Over Dr

Staff has determined that the applicant's first proposed name, Knota Rd does not duplicate any existing road names within Beaufort County, nor do any sound-alikes exist.

Submitter Recommendations/Motions: Staff recommends approval of the applicant's proposed first choice of Knota Road.

Attachments:

Notice of County Board of Commissioners
Meeting
Beaufort County, NC

THE PUBLIC SHOULD TAKE NOTICE that the Beaufort County Board of Commissioners will hold a Public Hearing on Monday, September 5, 2023, at 5:30 PM, in the boardroom, located at 136 W 2nd St, Washington, NC 27889. This meeting will concern a public hearing regarding a filed petition to name a 50ft wide private road. Said private road intersects Warren Ln. The private road lies within parcel 6692-33-7430. For any questions, please contact Mid-East Commission at (252) 974-1829.

Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. KNOTA ROAD
2. SAILA WAY
3. OVER DRIVE

Owner Name	Physical Address	Agree or Disagree	Signature
ERIC STEVENS	3421 ^{Beaufort} TIGARD AV ^{MT}	AGREE	
YVONNE STEVENS	3401 ^{Billings, MT} TIGARD AVE	AGREE	
Christopher Clayton	156 Warren Lane	Agree	

Name of person submitting petition: Eric Stevens

Phone number: 906-780-0780

Email: emtsiggy@gmail.com



8/29/2023, 11:38:52 AM

-  Parcels
-  Ingress Egress Easements
-  Centerlines
-  Address Points
-  Annotation

1:1,128
0 0.01 0.02 0.03
0 0.01 0.02 0.04 km
Esri Community Maps Contributors, State of North Carolina
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoT
Inc, METANASA, USGS, EPA, NPS, US Census Bureau, USDA

DISCLAIMER: Content is not intended to constitute a legal record. The County and Website Host disclaim all liability for information on this map. User agrees that the County and its Assigns shall be held harmless from all actions arising out of the use of



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Rod Gurganus, Extension Director

Agenda Title: Shared Small Farm Position Status

Summary of Information: An update will be given on the Small Farm Agent position that will be shared with Martin County.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Rod Gurganus, Extension Director

Agenda Title: Updated MOA With NC State

Summary of Information: An updated memorandum of agreement between Beaufort County and NC State University will be presented to the Board of Commissioners.

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

Attachments:

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NC STATE

EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Beaufort County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.
The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.
NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.
2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. **Salary Adjustments for Extension Employees under the Lock-In Provision.** The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
 Cost-of-living adjustments (COLA),
 Merit adjustments,
 Bonuses (in any form conveyed), and
 Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.

DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners
Beaufort County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Captain Mike Gerard, Sheriff's Office

Agenda Title: Vehicle Purchase, Sheriff's Office

Summary of Information: The Sheriff's Office is requesting the approval of requisition 237, in the amount of \$321,635.31 to order and purchase 9 Dodge Chargers that were approved during the FY 23/24 budget.

These vehicles are being purchased under the State contract.

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

Attachments:

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Bill To 210 North Market Street Oakland Building Law Enforcement Center Washington, NC 27889	Requisition 00000237-00 FY 2024 Acct No: 10 -4310-554000 Review: Buyer: Status: Released
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Page 1

Vendor PERFORMANCE AUTOMOTIVE GROUP INC 605 WARSAW ROAD CLINTON, NC 28328	Ship To 210 North Market Street Oakland Building Law Enforcement Center Washington, NC 27889
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Delivery Reference
Quote for 9 Chargers

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	030613				SHERIFF

LN Description / Account	Qty	Unit Price	Net Price
001 2023 Dodge Charger Pursuit	9.00 EACH	35737.59000	321638.31

1 10 -4310-554000	321638.31
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Ship To
 210 North Market Street
 Oakland Building
 Law Enforcement Center
 Washington, NC 27889
 Delivery Reference
 Quote for 9 Chargers

Requisition Link	Requisition Total	321638.31
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -4310-554000	321638.31	114725.91
SHERIFF	CAPITAL OUTLAY-VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	08/02/23	Timothy Hickman	
Queued	08/02/23	Anita C Radcliffe	
Queued	08/02/23	Hollie I. Jones	



Beaufort County Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

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

Agenda Title: Stryker – Cardiac Monitor End of Lease Purchase

Summary of Information: In July of 2019, Beaufort County entered a four (4) year lease agreement with Stryker that provided us with six (6) LIFEPAK 15 Monitor Defibrillators. These devices are essential for the provision of emergency medical care by our EMS providers. This lease is set to expire on September 16th, 2023, leaving us with one (1) of three (3) options.

1. Implement the “rental” provision of these monitors for \$4,419.18 / mth. (\$53,030.16 annually)
2. Enter into a new lease agreement with Stryker that would provide us with their newest version of monitor defibrillators. These monitors are currently in the FDA approval process and are estimated to have a 10 to 12-month lead time on delivery.
3. Purchase our current monitors for \$31,383.30. This would allow us to continue to use our current devices while the newest version of LIFEPAK monitors complete the FDA approval and while we evaluate other makes and models of monitor defibrillators.

Submitter Recommendations/Motions: The Office of Emergency Services respectfully requests your approval to use existing funds for the purchase of the six (6) monitor defibrillators currently used by our EMS providers.

Attachments:



Beaufort County Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Overman, West, Public Works

Agenda Title: Award Contract for Solid Waste Site Improvements

Summary of Information: Beaufort County issued a Request for Proposals seeking bids for site improvements at the Cherry Run, Chocowinity, and River Road Solid Waste Collection Sites. A copy of the latest RFP is attached for reference. The scope of work includes demolition of unsafe wooden structures, expansion of concrete block retaining walls, additional concrete/asphalt surfaces, installation of handrails, lighting/electrical improvements, general cleanup, and pothole patching. Bid alternate pricing was also requested for asphalt resurfacing at each site.

The RFP was initially advertised on July 5, 2023, on the Beaufort County website, the NCDOA HUB solicitation opportunities website, and directly emailed to four local contractors staff felt would have interest in the project. One bid was received. In an attempt to increase participation in the process, a second request was issued on August 3, 2023. The second request was available on the two aforementioned websites and direct contact was made by staff with at least 12 different contractors. One additional proposal was received as a result of this process. A bid tabulation sheet is attached. B.E. Singleton & Sons, Inc. submitted the low bid with a base bid value of \$329,240.00 and combined bid of \$367,939.05.

An appropriation from fund balance is required. The existing capital project fund for Collection Site Improvements currently has \$92,521.00 available. Scope reduction options are provided on the attached spreadsheet. Staff recommends scope reductions totaling \$108,049.05, bringing the contract amount down to \$259,890.00.

Submitter Recommendations/Motions: Approve the award of the Collection Site Improvements to B.E. Singleton in the amount of \$259,890.

Attachments:

1. RFP Document
2. Bid Tabulation
3. B.E. Singleton Proposal
4. Funding Options Spreadsheet

Bid Tabulation

Bid/Quote Tabulation

Project: RFP SW-FY24-003
Date: August 18, 2023 5:00 PM

Description: **Solid Waste Site Improvements**
(as per RFP)

	B.E. Singleton & Sons, Inc.**	Berry Building Group, Inc.	
Bid Form Complete and Notarized	Y	Y	
Bidder Qualifications	Y	Y	
References	Y	Y	
Acknowledgement of Amendments	Y	Y	
Noncollusion Affidavit	Y	Y	
Base Bid Values			
Cherry Run	\$115,250.00	\$162,515.00	
Chocowinity	\$96,590.00	\$163,600.00	
River Road	\$117,400.00	\$188,275.00	
Combined Base Bid Value	\$329,240.00	\$514,390.00	
Alternates			
Cherry Run	\$12,252.50	\$48,750.00	
Chocowinity	\$10,367.50	\$41,250.00	
River Road	\$16,079.05	\$63,975.00	

Authorized Signature / Commissioner :



Witness:



*RFP document was posted to the Beaufort County website, the NCDOA HUB Solicitation Opportunities, and directly e-mailed to multiple contractors that staff assumed would have interest in submitting a bid.

**B.E. Singleton provided email stating that proposal submitted for RFP SW-FY24-001 was still valid and acknowledged no change in scope or addendum issued.

	<u>Base Bid</u>	<u>Alternates</u>	<u>Total</u>
	<u>Safety & General</u>	<u>Paving</u>	
	<u>Improvements</u>		
Cherry Run	\$115,250.00	\$12,252.50	\$127,502.50
Chocowinity	\$96,590.00	\$10,367.50	\$106,957.50
River Road	\$117,400.00	\$16,079.05	\$133,479.05
Total Cost	\$329,240.00	\$38,699.05	\$367,939.05

Total Available in Capital Project Collection Site Improvements (182-8120-535150) (\$92,521.00)

Remaining \$275,418.05

Option 1: Transfer \$275,419 from Fund Balance and award contract to B.E. Singleton in the amount of \$367,939.05

Scope Reduction - Delete paving

Cherry Run	(\$12,252.50)
Chocowinity	(\$10,367.50)
River Road	(\$16,079.05)
Total	(\$38,699.05)

Remaining \$236,719.00

Option 2: Transfer \$236,719 from Fund Balance and award contract to B.E. Singleton in the amount of \$329,240.

Scope Reduction - Delete of Various Tasks and delete paving

Cherry Run	
Slab under Oil Drums	(\$1,400.00)
Grading for drainage	(\$10,000.00)
Seeding/cleanup of erosion in loop	(\$2,000.00)
Clear underbrush at entrance	(\$6,500.00)
Chocowinity	
Slab under Oil Drums	(\$1,950.00)
Grading for drainage	(\$10,500.00)
River Road	
Grading for drainage	(\$20,000.00)
Concrete flume	(\$1,000.00)
Total	(\$53,350.00)

Remaining \$183,369.00

Option 3: Transfer \$183,369 from Fund Balance and award contract to B.E. Singleton in the amount of \$275,890.

Scope Reduction - Delete Pads, delete various tasks, and delete paving

Cherry Run	
Extend Concrete pad	(\$2,000.00)
Chocowinity	
New pad for dumpster	(\$10,500.00)
River Road	
New pad for dumpster	(\$3,500.00)
Total	(\$16,000.00)

Remaining \$167,369.00

Option 4: Transfer \$167,369 from Fund Balance and award contract to B.E. Singleton in the amount of \$259,890.

Budget Amendment Request

Date of Request: 09/05/23

[illegible]

State Position No. _____

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RFP SW-FY24-003
Solid Waste Site Improvements

Request for Proposals Public Works



Solid Waste Site Improvements Beaufort County, North Carolina

Issue Date:

Thursday, August 3, 2023

Bid Due Date:

Friday, August 18, 2023 by 5:00 PM
132 West 2nd Street
Washington, NC
Or Via E-Mail

CONTACT PERSONS:

Questions Regarding the Bid Package
Hollie Jones
Purchasing Agent
Phone: (252) 946-7721 x1080
Email: hollie.jones@beaufortcountync.gov

Questions Regarding the Plans/Specifications
West Overman
Deputy Public Works Director
Phone: (252) 975-0720 x1063
Email: west.overman@beaufortcountync.gov

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Solid Waste Site Improvements

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Solid Waste Site Improvements

SECTION 1 - NOTICE TO BIDDERS

Beaufort County is requesting proposals from experienced Contractors who specialize in grading and site construction. The scope of work and all other details and requirements are included in the RFP.

Bids will be received for a single prime contract. Bids shall be on a unit price basis as indicated on the Bid Form.

Hard-copy or electronic proposals will be received by the County until **5:00 PM, Friday, August 18th, 2023**. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked **"Bid Enclosed, Solid Waste Site Improvements"** on the outside of the proposal package, mail carrier envelope, or email subject line. Beaufort County assumes no responsibility for unmarked or incorrectly marked proposals.

There will not be a public bid opening. A bid tabulation will be available upon request but will not be official until the contract is awarded to the successful proposer by the Board of Commissioners.

Bidders must have a license to do work as a general contractor in the State of North Carolina as set in the North Carolina Statutes. The Contractor's North Carolina License Number shall be listed on the Bid Form.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the proposal opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. You can also find it on the website <http://co.beaufort.nc.us/> under "Request for Proposals". Inquiries should be directed to Hollie Jones at hollie.jones@beaufortcountync.gov or (252) 946-0079, x1080.

Minority/Women owned businesses are encouraged to submit proposals.

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Solid Waste Site Improvements

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Thursday, August 3, 2023
Deadline for Written Questions	Monday, August 14, 2023 at 5:00 PM
Proposals Due	Friday, August 18, 2023 at 5:00 PM
Recommendation to Award presented to the Board of Commissioners	Tuesday, September 5, 2023 at 5:30 PM
Start of Contract	As soon as possible following award of contract

2.2 Instructions to Bidders

2.2.1 The deadline for receipt of all proposals is Friday, August 18, 2023 at 5:00 PM, EST. Proposals will not be publicly opened. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

2.2.2 Hard-copy or electronic proposals will be accepted.

Hard-copy proposals should be clearly marked **"Bid Enclosed, Solid Waste Site Improvements"** and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

Electronic proposals should be emailed to hollie.jones@beaufortcountync.gov and west.olverman@beaufortcountync.gov and the subject line should read **"Bid Enclosed, Solid Waste Site Improvements"**.

2.2.3 Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of the actual proposal. Proposals received after the time and date for closing will not be accepted.

2.2.4 No pre-bid meeting will be conducted. The sites that are included in this RFP are open to the public. Any interested bidder may visit these sites, if desired, to assist with developing their proposal. An operating schedule may be found on the Beaufort County website.

2.2.5 After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquiries,

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requests for interpretation, technical questions, clarification, or additional information shall be emailed to hollie.jones@beaufortcountync.gov and west.overman@beaufortcountync.gov. All questions concerning this proposal should reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 5:00 P.M., EST on Monday, August 14, 2023.

2.2.6 Should a Bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.

2.2.7 Bidders may withdraw, or withdraw and resubmit, their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.2.8 Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected. Proposals must be notarized.

2.2.9 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.

2.2.10 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.

2.2.11 No more than one (1) proposal from any Bidder will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

2.2.12 When the Successful Bidder delivers the agreement to the Owner, it shall be accompanied by required performance and payment bonds and insurance documentation. Contractor shall furnish performance and payment bonds, each

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in at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

2.3 Insurance Requirements

2.3.1 Bidder is required to carry and provide proof of the following insurance throughout the term of the contract:

2.3.1.1 General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statute.

2.3.2 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

2.3.3 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2.3.4 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.3.5 It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

2.3.6 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

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2.3.7 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

2.3.8 The Certificate of Insurance should note in the Description of Operations the following: Solid Waste Site Improvements.

2.3.9 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.3.10 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Ore, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.3.11 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 3 – GENERAL INFORMATION

3.1 Work Description

3.1.1 The Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for completing the Work as shown in the attached documents, at the following locations:

1. Cherry Run Solid Waste Collection Site
2860 Cherry Run Rd, Washington, NC 27889
2. Chocowinity Solid Waste Collection Site
164 Gray Rd, Chocowinity, NC 27817
3. River Road Solid Waste Collection Site
1057 Magnolia School Rd, Washington, NC 27889

3.2 Work Schedule

3.2.1 A Pre-Construction Conference will be scheduled following award of the contract. The project manager and/or job superintendent should attend this conference.

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Scope and schedule of the project will be discussed with the Owner, Engineer, and the County Solid Waste Contractor.

3.2.2 The awarded Contractor may commence work upon receipt of Purchase Order and written Notice to Proceed by Beaufort County within the work schedule limitations.

3.2.3 Contractor must complete the work 100 calendar days from issuance of the Notice to Proceed.

3.2.4 Only one site at a time will close to the public during the duration of the project. However, each site is regularly closed to the public one day per week (Cherry Run - Tuesdays, Chocowinity - Wednesdays, River Road – Mondays). Work may be scheduled during this one-day closure as long as the work will not affect the normal operations of the site. Scheduled closings must be coordinated with the County at least two weeks in advance.

3.2.5 Work will be permitted weekdays: Monday – Friday from 7:00AM-5:00PM. Weekend work and before/after-hours work will be allowed, if previously scheduled.

3.2.6 All work shall be coordinated and scheduled through West Overman, Deputy Public Works Director.

SECTION 4 – SCOPE OF WORK

4.1 Plans and Specifications

4.1.1 The Contractor shall provide all material and labor to complete the Work as shown in the following documents provided by Inner Banks Engineering, PC:

1. Site Improvements Plans (Attachment G)
2. Technical Specifications (Attachment H)

4.2 Submittals

4.2.1 Submittals shall be sent to the Deputy Public Works Director for review and approval before orders are placed.

4.3 Additional Contractor Responsibilities

4.3.1 The Contractor shall appoint a main point of contact or agent, who will routinely review operations and consult with the Owner on current and future services.

4.3.2 The Contractor's employees shall park motor vehicles only in a place(s) designated and or approved by the Deputy Public Works Director.

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4.3.3 A supervisor with the company holding the contract must be present when work is taking place.

4.3.4 Contractor shall report any damage to the facility as a result of the Contractor's employees. The Contractor shall repair the aforementioned damage, under supervision of the County, at the Contractor's expense.

4.3.5 Contractor shall report any damage or potential hazard involving facility property immediately to the Deputy Public Works Director during normal business hours, 8:00 am – 5:00 pm. An after-hours County contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

4.3.6 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the work sites.

4.3.7 Incidents, alterations, or accidents involving facility visitors, Contractor's employees, or County employees shall be reported to the Deputy Public Works Director in a timely manner. The Deputy Public Works Director, at his/her discretion, may require a written report from the Contractor describing the incident or accident.

4.3.8 Contractor must have at least three (3) or more years of experience.

4.3.9 Contractor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon County property or any property contiguous thereto.

4.3.10 Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the County faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.

4.3.11 It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

SECTION 5 – GENERAL CONDITIONS

5.1 The Contract period shall start as soon as possible following award of the contract.

5.2 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

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5.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.

5.4 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.

5.5 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.6 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.

5.7 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

5.8 The Contract, including the RFP, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.

5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.

5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

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5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the contract.

5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.

5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.

5.16 Termination Clauses

5.16.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of contract.

5.16.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the

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provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

5.16.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.17 Non-Appropriation Clause

5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.19 Payment Procedures

5.19.1 Contractor shall invoice Owner once per month for work previously completed. The Contractor shall prepare a Schedule of Values based on the line items and unit prices in the Bid Form and submit it to Beaufort County for approval before the first invoice is submitted. Line items may be billed based on the percentage complete at the end of the month. The invoice shall also contain the dates when services were performed.

5.19.2 All invoices must include a Contractor's Sales Tax Report for North Carolina State and Local Tax report.

5.19.3 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.

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5.20 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.

5.21 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.

5.22 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.

5.23 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – SUBMISSION REQUIREMENTS

6.1 The Bidder must complete all forms listed in Attachment A.

6.2 The Proposer shall provide pricing for services as requested.

6.3 The Proposer shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

6.4 The Proposer shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Proposer's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

6.5 The Proposer shall acknowledge receipt of any amendments to the RFP issued by the Owner.

6.6 The Proposer shall complete an Anti-collusion Affidavit certifying that no collusion occurred during the preparation of the proposal.

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6.5 By signing its Proposal, the Proposer acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3.

SECTION 7 – BID FORMS AND ATTACHMENTS

7.1 Please see Attachments A-F for required Bid Forms.

7.2 Attachments G-I include plans, specifications, and sample form templates.

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Attachment A

BIDDER'S CHECKLIST

The following items must be executed by ALL BIDDERS and submitted by the due date and time. Not submitting these attachments by the due date and time may deem your quote as non-responsive.

- ☐ PROPOSAL FORM (Attachment B)
- ☐ STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)
- ☐ CLIENT REFERENCE (Attachment D)
- ☐ ACKNOWLEDGEMENT OF AMENDMENTS (Attachment E)
- ☐ ANTI-COLLUSION AFFIDAVIT (Attachment F)

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Attachment B

Solid Waste Site Improvements Proposal Form

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents in accordance with Beaufort County's Request for Proposals, thoroughly understands the same, and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

- ☐ No Exceptions
☐ Exceptions:

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the following pages.

(Proposal Form Continued on Next Four Pages)

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Solid Waste Site Improvements

a. Cherry Run Site Improvements

Item No.	Description	Quantity	Unit	Unit Price	Total
1	EXTEND CONCRETE PAD FOR COMPACTOR (8" DEPTH)	4	CY		
2	NEW CONCRETE BLOCK WALL 6" TALL WITH FOOTER FOUNDATION	28	LF		
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL (2 LOCATIONS)	6	CY		
4	NEW 6" CONCRETE SLAB UNDER EXISTING SHELTER FOR OIL CONTAINERS	2	CY		
5	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS		
6	NEW 2" HANDRAIL CONTINUOUS	345	LF		
7	SEEDING AND CLEANUP OF SURROUNDING AREA AND ERODED AREAS INSIDE OF LOOP INSTALL WATTLES TO PREVENT FURTHER EROSION	1	LS		
8	NEW PRESSURE TREATED WOODEN STEPS PER DETAIL W/ GATE HANDRAILS	1	LS		
9	REPLACE POWER POLE AND REWIRE NEW POLE TO THE COMPACTOR	1	LS		
10	REMOVE EXISTING HANDRAILS, WOODEN STAIRS, DECKING AND EXISTING WOODEN RETAINING WALL	1	LS		
11	NEW PAVEMENT 1.5" SF 9.5 B 6" ABC	120	SY		
12	CLEAR ENTRANCE AREA FROM UNDERBRUSH AND VINES ALONG THE FENCE ADJACENT TO CHERRY RUN ROAD	1	LS		
13	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS		
14	PATCH EXISTING POTHOLES PER THE PLAN DETAIL	15	SY		
TOTAL CONSTRUCTION COST - CHERRY RUN SITE					

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Solid Waste Site Improvements

b. Chocowinity Site Improvements

Item No.	Description	Quantity	Unit	Unit Price	Total
1	NEW CONCRETE PAD FOR DUMPSTER (8" DEPTH)	20	CY		
2	NEW CONCRETE BLOCK WALL WITH FOOTER FOUNDATION AND BACKFILL	60	LF		
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL (2 LOCATIONS)	11	CY		
4	NEW 6" CONCRETE SLAB UNDER EXISTING SHELTER FOR OIL CONTAINERS	3	CY		
5	REMOVE EXISTING HANDRAILS, WOODEN DECKING AND EXISTING WOODEN RETAINING WALL	1	LS		
6	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS		
7	NEW 2" HANDRAIL CONTINUOUS	321	LF		
8	UPDATE ELECTRICAL CONNECTION FROM EXISTING POLE TO COMPACTOR TO MEET ALL CODES	1	LS		
9	REMOVE 4x4 POLE AND LIGHT AND ADD LIGHT TO EXISTING POLE	1	LS		
10	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS		
11	PATCH EXISTING POTHOLES PER THE PLAN DETAIL	15	SY		
TOTAL CONSTRUCTION COST - CHOCOWINITY SITE					

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c. River Road Site Improvements

Item No.	Description	Quantity	Unit	Unit Price	Total
1	NEW CONCRETE PAD FOR DUMPSTER (8' DEPTH)	7	CY		
2	NEW CONCRETE BLOCK WALL WITH FOOTER FOUNDATION AND BACKFILL	90	LF		
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL	5	CY		
4	NEW ASPHALT ALONG TOP OF WALL AS SHOWN ON PLANS 1. 1.5' SP9.5B 2. 6" ABC STONE	70	SY		
5	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS		
6	NEW 2' HANDRAIL CONTINUOUS	400	LF		
7	CONCRETE FLUME IN AREA OF EROSION AS DESIGNATED ON PLANS	1	LS		
8	NEW PRESSURE TREATED WOODEN STEPS PER DETAIL W/ GATE, HANDRAILS, & PLATFORM	1	LS		
9	NEW LIGHT FIXTURES TO BE INSTALLED ON EXISTING POLES	3	EA		
10	UPDATE ELECTRICAL CONNECTION FROM EXISTING POLE TO BUILDING AND COMPACTOR TO MEET ALL CODES	1	LS		
11	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS		
12	PATCH EXISTING POTHoles PER THE PLAN DETAIL	15	SY		
TOTAL CONSTRUCTION COST - RIVER ROAD SITE					

d. Alternates

Item No.	Description	Quantity	Unit	Unit Price	Total
	1.5'SF 9.5B RESURFACE EXISTING PAVED AREAS AT EACH SITE				
1	CHERRY RUN ROAD	650	SY		
2	CHOCOWINITY	550	SY		
3	RIVER ROAD	853	SY		

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- B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.
- D. Low bid will be determined by combined base bid values. Contract shall be awarded to proposal deemed most advantageous to the County.

Does the Proposer have any possible conflict of interest? ☐ Yes ☐ No
If so, explain the nature of potential conflict: _____

I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____ Date: _____

Title: _____ Company: _____

I, _____ a Notary Public in and for the County and State of Texas, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20____.

Notary Public

My commission expires: _____ (SEAL)

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Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address: _____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: _____

4. Number of regular full-time employees _____
Number of part time employees _____

5. Company Federal ID#: _____

6. NC Contractor's License #: _____

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

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Attachment D

CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

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Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

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Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

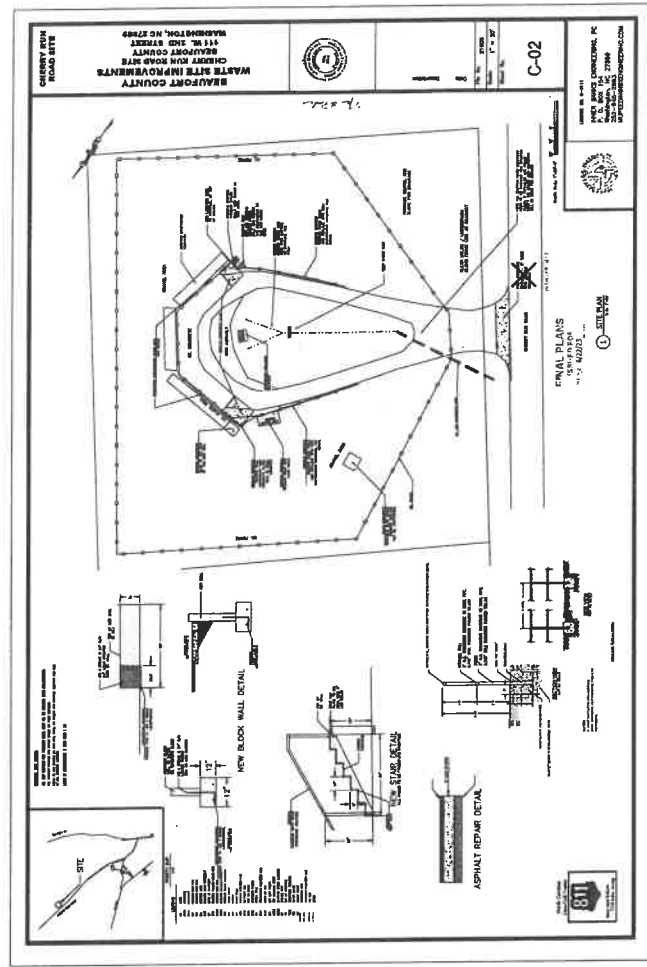
_____, being first duly sworn deposes and says that:

1. He/she is the _____ (title) of _____ (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(SEAL) _____ (TITLE)

Subscribed and sworn to before me, this the _____ day of _____, 20____.	
Notary Public	_____
County of _____, NC	_____
My Commission expires _____ (SEAL)	

Attachment G Site Improvements Plans



Attachment H

Technical Specifications

SECTION 01100 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work described in this Project Manual includes the provision of labor, materials, equipment, and services required for the Beaufort County 2023 Waste Management Sites contract.

1.02 CONTRACTS

- A. Project construction will be let under one Contract with construction including, but not limited to, the following major work items:

1066 LF 2' Hand Railings
31 CY Concrete Slab for Compactor and Dumpster
180 LF Concrete Block Wall Varying in Height
27 CY Concrete Work around Site
General Site Grading
Various Electrical Repairs

1.03 DIVISION OF WORK

- A. The following division of the Project Manual by Contract is for general reference for the Contractors and does not relieve each Contractor of reviewing the Work and providing proper coordination between Contracts.

- B. The following Sections of the Project Manual shall be applicable to all Contracts:

1. Bidding Requirements
2. Contract Forms
3. Contract Conditions
4. Division 1, General Requirements

- C. The following Sections of the Project Manual shall be applicable to General Contract:

1. Division 2, Site Construction

1.04 WORK SEQUENCE

- A. Construction Progress Schedule, as required in Section, Submittal Procedures, shall indicate the anticipated items and times that the Work will interfere with normal facility operation.

- B. Construction activities that interfere with normal operation of the existing facilities shall be specifically noted on construction schedule.

- C. Notice To Proceed shall be based on an agreed upon date between Owner and Contractor.

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01100-1

Summary of Work

1.05	OWNER OCCUPANCY	
	A. Contractors shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.	
1.06	CONTRACTOR USE OF SITE	
	A. Work is not located within Rights-of-way of the NC Department of Transportation. Requirements of the owners of the rights-of-way must be complied with and specifically as required in the permits attached to Section, Supplementary General Conditions.	
	B. Contractor shall provide his own staging area as necessary for his Work. Coordination with owner can be made to allow for staging on a portion of the project work area.	
1.07	OTHER CONTRACTS	
	A. NA	
1.08	WORK BY OWNER	
	PART 2 PRODUCTS	
	Not Used	
3	PART 3 EXECUTION	
	Not Used	
	END OF SECTION	
	Summary of Work	01100-2
	:	

	SECTION 01270	
	UNIT PRICES	
	PART 1 GENERAL	
1.01	SECTION INCLUDES	
	A. Delineation of measurement and payment criteria applicable to Work performed under Contract by the unit price payment method.	
1.02	FIELD MEASUREMENT	
	A. Take measurements and compute quantities for submittal of the monthly pay request unless specified otherwise in the measurement paragraphs as indicated in this Section.	
1.03	CHANGE IN QUANTITIES	
	A. Increase in the quantity of a bid item above what is indicated in the Bid Form shall only be made by a Change Order as required by the Contract Documents.	
	B. A final adjusting Change Order shall be made for adjustment of the actual quantities installed prior to submittal of the final pay request.	
1.04	GENERAL	
	A. Items with a "(X)" in the title of the following bid items represents the size or depth as indicated on the Bid Form.	
	B. Method of measurement for the individual Bid Items shall be as specified below.	
	C. Payment for each item shall be in accordance with the Contract Unit Price times the number of units installed in accordance with the Contract Documents.	
	D. Work for each bid item shall include, but not be limited to, the work listed below and the labor, materials, equipment, and services required and reasonably implied by the Contract Documents for a complete installation.	
	E. Administrative cost including, but not limited to, mobilization, bonds, insurance, shop drawing submittal, as-built documentation, construction trailers, and office administration for the Project construction shall be included in the individual unit price items.	
1.05	UTILITY PIPING N/A	
	A. Measurement: Measure horizontally or from station to station as shown or indicated on the Drawings for the various types and sizes of pipes installed.	
	1. (X) inch Force Main: No deduction will be made for space occupied by valves or fittings.	
	2. (X) inch Storm Drain: Measure pipe from center to center of manholes. No deduction will be made for space occupied by manholes. Measure depth of pipe vertically from pipe invert to original grade.	
	B. Work shall include, but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:	
	1. Mobilization.	
	2. Traffic control.	
	:	01270-1
		Unit Prices

3. Temporary removal and restoration or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants (under 6 feet in height), guard rails, power and telephone poles. 4. Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and complete backfill of the trench). 5. Temporary support and protection of existing underground facilities. 6. Pipe, concrete blocking and encasement, connection to existing piping, and fittings. 7. Flushing and testing. 8. Repair to damaged new and existing utilities. 9. Adjust existing grates to finished surface elevations. 10. Grade disturbed areas to original surface profile. C. Payment: The first Application for Payment will be approved based on the utilities installed during the agreed upon payment period without testing. Subsequent Application for Payments shall not be approved by the Engineer unless utilities installed during the previous payment period have passed the specified tests and clean up and seeding is complete.	1.06 BID ITEMS LISTED BY THE UNIT "EACH" (EA) N/A A. Measurement: By the number installed. 1.07 2" Hand Rail A. Measurement: Measurement shall be made based on the linear foot of handrail installed. B. Work: Installation of handrail as shown on the plans. Payment shall be for the labor, material, equipment, and accessories required for the handrail installation as indicated in the Contract Documents. 1.08 CLEARING AND GRUBBING (Removal of Site Vegetation) A. Measurement shall not be made for this item B. Payment for the stripping and removal of existing material located onsite shall be in accordance with the Contract unit price. Payment shall be for the labor, material, equipment, and accessories required for the clearing as indicated in the Contract Documents. A. SEEDING AND MULCHING A. Measurement shall not be made for this item. B. Payment for the seeding shall be in accordance with the Contract unit lump sum price for seeding area indicated on the plans Payment shall be for the labor, material, equipment, and accessories required for the seeding as indicated in the Contract Documents. B. New Pavement 1.5" SF 9.5B and 6" STONE BASE A. Measurement per SY for the area shown on the plans to be paved. B. Work shall include but is not limited to the cost of materials and labor for the asphalt and stone,hauling, placing, grading and compaction. C. Payment shall be made based on the square yards of 1.5" SF 9.5B and stone 6" in depth installed and	Compacted to provide grades as shown on the plans. C. CONCRETE SLABS FOR COMPACTOR AND DUMPSTER A. Measurement shall be based on the square yard of 6" and 8" pads installed. B. Work shall include but is not limited to the installation of the concrete pad as shown on the plans. Grading for the new concrete pads forming and placement of the material as specified in the documents is expected. C. Payment shall be for all labor, equipment, and materials to provide a finished product as specified per square yard of concrete installed. D. DISPOSAL OF EXISTING DECKING, WALLS AND WOODEN STAIRS AND WALLS A. Measurement shall not be made for this item. B. Work shall include but is not limited to the removal and disposal of the existing structures as shown on plans. C. Payment shall be for all contractor equipment and materials needed to remove and dispose of this site material. E. UPDATE EXISTING POWER SUPPLY TO COMPACTORS AND OR BUILDINGS ARE DESCRIBED ON PLANS A. Measurement shall not be made for this item B. Payment for the for these items shall be in accordance with the Contract lump sum price. Payment shall be for the labor, material, equipment, and accessories required for the relocation of electrical wiring as shown on plans F. INSTALLATION OF LIGHT FIXTURES A. Measurement shall be made for this item based on the number of fixtures installed. B. Payment for the installation of new light fixtures to an existing power pole including but not limited to all labor, equipment and materials needed to secure and set up the the new light fixtures and any new wiring needed for these lights as shown on the plans. G. NEWPRESSURE TREATED WOODEN STEPS A. Measurements shall not be made for this item. B. Work shall include but is not limited to the building of new steps as shown on the plans per the detail. C. Payment shall be for all contractor equipment and materials needed to provide these steps meeting all building codes for stair construction with hand rails and a gate at the top of the steps	Unit Prices 01270-4 :
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H. CONCRETE BLOCK WALLS VARYING IN HEIGHT

- A. Measurement shall be based on the linear footage of block wall and footing installed.
- B. Work shall include but is not limited to the installation of the concrete footing, concrete block all required rebar and the back fill needed to bring the grade to subgrade level as shown on the plans.
- C. Payment shall be for all labor, equipment, and materials to provide a finished product as specified per linear foot of wall installed.

I. CLEAN EXISTING ASPHALT DRIVES, PATCH EXISTING POTHOLES

- A. Measurements shall not be made for this item.
- B. Work shall include but is not limited to scraping and brooming the existing asphalt on each site then evaluate if there are existing potholes which need repair. Prior to making any asphalt repairs the owner shall be notified of the situation and each area will be evaluated separately. Once the owner approves the patching the contractor will follow the detail shown on the plans for repair of the existing potholes.
- C. Payment shall be for all labor, equipment, and materials to provide a clean asphalt surface which is existing. If the owner request potholes to be repaired the contract will be paid per SY for asphalt repair. a finished product as specified per square yard of concrete installed.

J. General Site Grading to Provide Positive Drainage

- A. Measurement shall not be made for this item
- B. Payment for the for these items shall be in accordance with the Contract lump sum price. Payment shall be for the labor, material, equipment, required for reggrading the stone areas which surround the waste management sites. Each site may need additional stone to provide fill material for existing low spots and this shall be included in this item.

2 PART 2 EXECUTION
Not Used

END OF SECTION

Unit Prices

01270-4

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes, but is not limited to, requirements for the following:

- 1. Submittal procedures.
- 2. Construction progress schedule.
- 3. Project record documents.
- 4. Shop drawings.
- 5. Manufacturer's installation procedures.
- 6. Test reports.
- 7. Warranties.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with cover letter to Engineer at:

Inner Banks Engineering, PC,

P O Box 154 Washington, N C 27889

- B. Sequentially number transmittal forms. Re-submittals to have original number with an alphabetic suffix.

- C. Cover letter for each submittal package shall list the following:

- 1. Contractors name:
- 2. Owners name:
- 3. Project name:

- D. Individual submittals shall each be listed by the following information:

- 1. Submittal reference no.
- 2. Specification section number.
- 3. Drawing and detail number when appropriate.
- 4. Equipment.
- 5. Type submittal.
- 6. Supplier.
- 7. Manufacturer.

- E. Apply Contractor's stamp to each submittal, signed or initialed and dated, certifying that Contractor has reviewed submittal for conformance with requirements of Contract Documents, and has coordinated submittal with related work.

- F. Schedule submittals to expedite Project and deliver to coordinate submission of related items. Allow a minimum of fifteen (15) working days for Engineer's review.

- G. Identify variations from Contract Documents and Product limitations as they relate to the satisfactory performance of the Project.

- H. Provide space for Contractor and Engineer review stamps.

- I. Revise and resubmit submittals as required; Identify changes made since previous submittal.

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01330-1

Submittal Procedures

J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions. K. Work requiring submittal review by Engineer shall not be started until review has been obtained. L. Engineer's review of submittals shall not relieve Contractor of responsibility for complete compliance with Contract Documents. 1.03 ADMINISTRATIVE SUBMITTALS A. Construction Progress Schedule 1. Submit five (5) copies of the initial progress schedule 15 days after date of Owner-Contractor Agreement. One copy shall be returned to the Contractor. 2. Progress schedule shall be, as a minimum, a horizontal bar chart with a separate line for each major section of Work. Identify the first work day of each week. 3. Indicate the expected monthly pay requests. 4. Submit revised schedule with each Application for Payment as required for updating, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission. 5. Indicate submittal dates required for critical shop drawings, product data, samples, and product delivery dates. 6. Indicate specific work sequences and requirements as indicated in Section, Summary of Work. B. Schedule of Values 1. NA C. Proposed Product List a. NA D. Project Record Documents 1. Maintain on site, one set of the following record documents; record actual revisions to the Work: a. Contract Drawings. b. Project Manual. c. Addenda. d. Change Orders and other Modifications to the Contract. e. Reviewed submittals. 2. Store Record Documents separate from documents used for construction. 3. Record information concurrent with construction progress. 4. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following: a. Manufacturer's name and product model and number. b. Product substitutions or alternates utilized. 5. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including: a. Measure and reference horizontal and vertical locations of underground utilities and appurtenances to existing permanent surface improvements that are indicated on the Drawings. b. Measure and reference location of internal utilities and appurtenances concealed in construction to visible and accessible features of the Work. c. Field changes from construction Drawings.	d. Details not on original Contract Drawings. 6. Submit documents to Engineer with final Application for Payment. 1.04 TECHNICAL SUBMITTALS A. General 1. Submit the following as required by the individual sections of the technical specifications. 2. Unless noted otherwise, submit the number of copies that Contractor requires, plus three (3) copies that will be retained by Engineer. B. Certificates of Compliance 1. Certificates shall certify that the Products delivered to the project are in conformance with the specifications. 2. Certification shall not relieve the Contractor of responsibility for complying with requirements of the specifications. C. Catalog Data 1. When shop drawings are not required, the catalog data shall include the following as a minimum: a. Parts schedule that identifies the materials to be used in each of the various parts. b. Sufficient detail to serve as a guide for assembly and disassembly of the product and to serve as guide for ordering parts. 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Work in the Shop Drawing submittal. D. Shop Drawing 1. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data, prepared specifically for a portion of the Work. 2. Shop drawings shall indicate the type, size, quantity, arrangement, location, mode of operation, component materials, utility connections, wiring and control diagrams, anchorage's, supports, factory applied coatings, and other information necessary to ensure satisfactory fabrication, installation and operation of the completed Work. 3. Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes to design and construction to suit actual requirements. E. Manufacturer's Installation Procedures 1. Installation procedures should indicate manufacturer's recommendations for proper installation of Product. F. Samples 1. NA G. Test and Start-Up Reports a. NA H. Operation and Maintenance Instructions 1. NA
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I. Warranties 1. Provide duplicate notarized copies. 2. Assemble documents from Subcontractors, suppliers, and manufacturers. 3. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover. 4. Submit prior to final Application for Payment. 5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period. J. Spare Parts and Maintenance Materials 1. NA	PART 2 PRODUCTS Not Used	3 PART 3 EXECUTION Not Used	END OF SECTION
Submittal Procedures	01330-4	:	Temporary Facilities

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS	PART 1 GENERAL 1.01 SECTION INCLUDES A. Temporary Utilities: Electricity, lighting, telephone service, water, and sanitary facilities. B. Work on public right-of-way. C. Traffic control. D. Temporary Controls: Barriers, enclosures and fencing, water control, dust control, erosion and sediment control, and protection of the work. E. Construction Facilities: Access roads, parking, progress cleaning, project signage, and field offices. 1.02 TEMPORARY UTILITIES N/A 1.03 WORK ON PUBLIC RIGHTS-OF-WAY N/A A. Work on this Project is along rights-of-way under jurisdiction of the following N.C. Department of Transportation (NC DOT) offices and Owner: 1. Work in Beaufort County: 2. Division No.2, District No.2 3. Gene Pittman, District Engineer B. Work shall comply with requirements of the Encroachment Agreement(s) and Driveway Permit as attached to Project Supplementary Conditions. C. Post Bonds as required by Encroachment Agreement. D. Prior to start of Work notify the Office of the N.C. Department of Transportation as indicated in the encroachment agreement and driveway permit. Also notify the Owner. E. Work shall conform to the requirements and be subject to the approval of the above agency(ies). F. Contractor shall be responsible to the Owner for the cost of all DOT inspection that is billed to the Owner by the N.C. DOT as indicated in the Special Provisions of the Encroachment Agreement. Such cost shall be deducted from the Contractor's pay request. G. Submit letter to the above District Engineer(s) when work is complete as required by the Encroachment Agreement. H. Submit letter of approval for completed Work from the above agency(ies) with Final Payment Request. I. Clean rights-of-way as work progresses and daily. J. Power broom existing pavement as work progresses. K. Work shall be in accordance with the latest edition of the N.C. Division of Highways, "Policies and Procedures for Accommodating Utilities on Highway Right-of -Way."
01500-1	Temporary Facilities

L. Consult with the above agency(ies) in establishing public thoroughfares to be used for haul routes and site access. M. Provide and maintain access to fire hydrants, free of obstructions. 1.04 TRAFFIC CONTROL A. On public and private road rights-of-way provide traffic control devices when construction encroaches within the right-of-way. Devices shall include, but not be limited to, cones, drums, flares, warning signs, temporary pavement marking, warning lights, and flagman. B. Traffic control devices shall provide the following: 1. Protection of motorists, pedestrians and workers from accident hazards. 2. Advance public information of proposed work sites. 3. Establishment of an orderly and safe flow of traffic and to minimize traffic congestion. 4. Provision of access for emergency vehicles. C. Traffic control devices shall be used in accordance with the latest edition of the NC DOT "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)." D. Provide personnel trained in traffic control. 1.05 TEMPORARY CONTROLS A. General 1. Temporary controls shall be the responsibility of each Contractor for their respective work unless noted otherwise. B. Barriers 1. Provide barriers to prevent unauthorized entry to construction areas for the safety of the public, the protection of the work, and to protect existing facilities and adjacent properties from damage from construction operations. 2. Provide barricades required by agency in 1.4.A for public rights-of-way and for public access to existing buildings. 3. Provide protection for plant life designated to remain. Replace damaged plant life. 4. Protect vehicular traffic, stored materials, site, and structures from damage. C. Water Control 1. Grade site to drain. Provide, operate, and maintain pumping equipment to maintain excavations free of water. 2. Protect site from running water. D. Dust Control 1. Execute Work by methods designed to minimize raising dust from construction operations. 2. Provide positive means to prevent airborne dust from dispersing into atmosphere. E. Erosion and Sediment Control 1. Provide Erosion and Sediment Control as indicated on the Drawings and specified in Section, Clearing and Grubbing. Temporary Facilities 01500-2	F. Protection of Installed Work 1. Protect installed Work and provide special protection where specified in individual specification Sections. 2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage. 3. Prohibit traffic from landscaped areas. 1.06 CONSTRUCTION FACILITIES 1. NA 1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition. 4 PART 2 PRODUCTS Not Used 5 PART 3 EXECUTION Not Used END OF SECTION 01500-3 Temporary Facilities
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SECTION 02230	
CLEARING AND GRUBBING	
PART 1	GENERAL
1.01	SECTION INCLUDES
	A. General Contractor shall perform clearing and grubbing. Work shall include, but not be limited, to the following:
	1. Clearing and grubbing.
	2. Removal of surface debris.
	3. Demolition and removal of existing paving and structures.
	4. Temporary and permanent ground cover.
1.02	RELATED SECTIONS
	A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
	1. Section 02370 Erosion Control
	2. Section 02920 Lawns and Grasses.
1.03	WARRANTY AND FINES
	A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.
6	PART 2 PRODUCTS
	Not Used
7	PART 3 EXECUTION
3.01	PROTECTION
	A. Take reasonable care during construction to avoid damage to vegetation outside of the construction limits. Temporarily tie back ornamental shrubbery and tree branches, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Treat tree trunks damage by equipment with a tree dressing.
	B. Locate and protect property corners and survey control stakes prior to start of clearing operations.
	C. Provide temporary gates and fences as necessary to prevent unauthorized vehicular access to the site.
	D. Mark clearing limits.
	E. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.
:	02230-1 Clearing and Grubbing

3.02	INSTALL EROSION CONTROL DEVICES
	A. Clear areas required to install erosion control devices, which shall be in place and operational prior to other land disturbing activity. Install erosion control devices in accordance with Section, Erosion Control.
3.03	BORROW AND DISPOSAL AREAS
	A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.
	B. Install and maintain erosion control devices in accordance with Contractor's approved plan.
3.04	DEMOLITION AND REMOVAL OF EXISTING STRUCTURES
	A. Existing structures to be removed, at the Contractor's option, may be removed in their entirety or be demolished as follows:
	1. Remove concrete within 2 feet of new-finished grade.
	2. Fill basins in accordance with requirements of Section, Site Preparation and Earthwork.
3.05	CLEARING AND GRUBBING
	A. Clear and grub area within the construction limit and easements unless noted otherwise.
	B. Clearing shall consist of cutting and removal of vegetation to the existing ground surface and removal of debris. Debris shall include, but not be limited to, fences, steps, walls, chimneys, footings, foundation slabs, basements, signs, junked vehicles, and other rubble.
	C. Grubbing shall consist of the removal of roots over 3 inches in diameter, matted roots, stumps, and other vegetable matter to 12 inches below existing grade.
	D. Do not precede grading operation by grubbing operation by more than seven days.
	E. When the depth of embankment exceeds 6 feet, cut sound stumps off at the existing ground level and do not grub. Remove decayed stumps to a depth of approximately 2 feet below the existing grade.
	F. Fill holes and depressions and bring cleared and grubbed area to a uniform contour to match existing grade. Provide positive drainage.
	G. Remove and properly dispose of cleared and grubbed material from the site. Make reasonable effort to channel timber resulting from clearing operations into a beneficial use.
	H. Burning shall not be permitted at the site.
	END OF SECTION
	02230-2
	Clearing and Grubbing

SECTION 02300 EARTHWORK		Sq Yd	
PART 1 GENERAL			
1.01 SECTION INCLUDES			
A. Provide labor, equipment, and material to perform site preparation and earthwork as specified herein and indicated on the Drawings. Work shall include, but is not limited to, the following:			
1. Survey staking as required for construction.			
2. Topsoil stripping and stockpiling.			
3. Dewatering.			
4. Protection of existing facilities.			
5. Site grading.			
6. Excavation, trenching, and backfilling for structures and foundation including stone base as indicated on the Drawings.			
7. Borrow material including, but not limited to, material, excavating, hauling, placing, and compacting.			
8. Maintenance and stability of site.			
9. Disposal of waste and surplus material.			
10. Soil testing.			
B. Examine the site to determine the extent of excavating, grading, and related items necessary to complete the work.			
1.02 RELATED SECTIONS			
A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:			
1. Section 02230 Clearing and Grubbing			
2. Section 02315 Trenching for Utilities			
1.03 MEASUREMENT AND PAYMENT PROCEDURES			
A. Work in this section shall be included in the lump sum Base Bid or Alternate as appropriate, unless specifically noted otherwise, and shall include, but not be limited to, the following:			
1. Topsoil stripping, stockpiling and spreading after the completion of the grading.			
2. Backfilling of area stripped of topsoil and filling from existing grades to new subgrade elevation. Providing borrow material for backfilling and filling.			
3. Excavating for structures.			
4. Stone base as indicated on the Drawings.			
5. Dewatering.			
6. Use of explosives.			
7. Protection of existing service lines and utility structures.			
8. Maintenance and Stability of site grading.			
9. Disposal of waste and surplus material.			
10. Soil Testing.			
B. The following work shall be paid by the unit price as indicated in the Bid Form:			
1. Undercut of unsuitable material:		Cu Yd	
2. Repair of soils in place:		Sq Yd	
3. Foundation stone:		Ton	
		Earthwork	
		02300-1	
		:	

SECTION 02300 EARTHWORK		Sq Yd	
PART 1 GENERAL			
1.01 SECTION INCLUDES			
A. Provide labor, equipment, and material to perform site preparation and earthwork as specified herein and indicated on the Drawings. Work shall include, but is not limited to, the following:			
1. Survey staking as required for construction.			
2. Topsoil stripping and stockpiling.			
3. Dewatering.			
4. Protection of existing facilities.			
5. Site grading.			
6. Excavation, trenching, and backfilling for structures and foundation including stone base as indicated on the Drawings.			
7. Borrow material including, but not limited to, material, excavating, hauling, placing, and compacting.			
8. Maintenance and stability of site.			
9. Disposal of waste and surplus material.			
10. Soil testing.			
B. Examine the site to determine the extent of excavating, grading, and related items necessary to complete the work.			
1.02 RELATED SECTIONS			
A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:			
1. Section 02230 Clearing and Grubbing			
2. Section 02315 Trenching for Utilities			
1.03 MEASUREMENT AND PAYMENT PROCEDURES			
A. Work in this section shall be included in the lump sum Base Bid or Alternate as appropriate, unless specifically noted otherwise, and shall include, but not be limited to, the following:			
1. Topsoil stripping, stockpiling and spreading after the completion of the grading.			
2. Backfilling of area stripped of topsoil and filling from existing grades to new subgrade elevation. Providing borrow material for backfilling and filling.			
3. Excavating for structures.			
4. Stone base as indicated on the Drawings.			
5. Dewatering.			
6. Use of explosives.			
7. Protection of existing service lines and utility structures.			
8. Maintenance and Stability of site grading.			
9. Disposal of waste and surplus material.			
10. Soil Testing.			
B. The following work shall be paid by the unit price as indicated in the Bid Form:			
1. Undercut of unsuitable material:		Cu Yd	
2. Repair of soils in place:		Sq Yd	
3. Foundation stone:		Ton	
		Earthwork	
		02300-2	
		:	

	slab with or without a vapor barrier to cut off the capillary flow of water to the area immediately below the slab. C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor). D. Excavation: The removal of soil or rock to obtain a specified depth or elevation. E. Fill: Specified material placed at a specified degree of compaction to obtain an indicated grade or elevation. F. Hard Material: Solid, homogeneous material which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment with ripper teeth. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material." G. Lift: Layer of soil placed on top of a previously prepared or placed soil. H. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding one (1) cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production. I. Soil classification shall be in accordance with ASTM D2487. 1. Satisfactory materials: Soils classified as GW, GP, GC, GM, SP, SC, SM, SW, ML, and CL. 2. Unsuitable materials: Soils considered as unsatisfactory shall be materials that do not comply with the requirements of satisfactory above and include, but shall not be limited to, the following: a. Soil containing organic matter, debris, stones larger than 6 inches, or frozen material. Stones greater than 4 inches will not be permitted in the top 12 inches. b. Soils classified as Pt, CH, MH, OH, and OL. 3. Cohesionless: Classified as GW, GP, SW, and SP. Soils classified as GM and SM shall be classified as cohesionless only when the fines have a plasticity index of less than 10. 4. Cohesive: Classified as GC, SC, ML, CL, MH, and CH. Soils classified as GM and SM shall be classified as cohesive only when the fines have a plasticity index greater than 10. J. Subgrade: Lowest elevation upon which fill or other work will be placed in the absence of unsuitable material. K. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, and maintenance operations.												
		02300-3	Earthwork										
:													
1.06	SUBMITTALS A. Submit the following in accordance with Section 01300, Submittals: 1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. a. Structural fabric. 2. Manufacturer's Installation Procedures. 3. Test Reports: Submit for the following: a. Moisture-density relations of soils. b. Field moisture content. c. Soil classification. d. In-place field density. e. Geotechnical engineer's daily field reports. 4. Permits a. Erosion control permits for borrow and disposal site(s).												
8	PART 2 PRODUCTS												
2.01	MATERIAL A. Capillary water barrier: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size 57, 67, or 7. B. Stone Base: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size ABC C. Structural Fabric: Provide structural fabric specifically designed and manufactured to stabilize soft soils under an aggregate base for roads and parking areas. Fabric shall provide a permeable layer, planar flow, and tensile reinforcement for retaining the soil matrix. Fabric shall be inert to commonly encountered chemicals, hydrocarbons, resistant to mildew, rot, and ultraviolet light exposure, and meet or exceed the following test standards: <table><tr><th>Test</th><th>ASTM</th></tr><tr><td>1. Fabric weight (oz / sq yd)</td><td>D-1910 6</td></tr><tr><td>2. Grab tensile strength (lbs.)</td><td>D-1682 200</td></tr><tr><td>3. Mullen burst strength (psi)</td><td>D-3786 320</td></tr><tr><td>5. Puncture strength (lbs.)</td><td>D-751 80</td></tr></table>	Test	ASTM	1. Fabric weight (oz / sq yd)	D-1910 6	2. Grab tensile strength (lbs.)	D-1682 200	3. Mullen burst strength (psi)	D-3786 320	5. Puncture strength (lbs.)	D-751 80		
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2. Grab tensile strength (lbs.)	D-1682 200												
3. Mullen burst strength (psi)	D-3786 320												
5. Puncture strength (lbs.)	D-751 80												
9	PART 3 EXECUTION												
3.01	GENERAL A. Provide erosion control measures and clearing and grubbing as specified in Section 02230, Clearing and Grubbing. B. Protect existing structures and features to remain. C. Dispose of excavated material in such a manner that it will not obstruct the water flow, endanger existing improvements or Work in progress, impair the use or appearance of the existing facilities, or be detrimental to the completed Work. D. Weather Limitations: Proceed with fill and backfill operations based on the following weather conditions: 1. Temperature must be above freezing.												
	Earthwork	02300-4	:										

2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content. 3. Do not proceed in rain or on saturated subgrade. E. Repair or undercut and backfill soils that become damaged by construction activity or unsuitable due to being left exposed to the weather at no additional cost. F. Do not place material on surfaces that are muddy, frozen, or contain frost. G. Excavation carried below the elevation indicated on the Drawings shall be backfilled and compacted in accordance with these specifications. H. Remove and properly dispose of unsatisfactory and excess material from the site. 3.02 PROTECTION OF UNDERGROUND FACILITIES A. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities. B. Approximate locations of existing underground facilities at the site are indicated on the Drawings based on information available to the Engineer. Engineer and Owner do not take responsibility for the accuracy of the information. C. Investigate underground facility locations prior to the start of construction. D. Repair damage to existing facilities at no additional cost to the Owner. E. A change in conditions may be considered due to the location of the existing facilities as allowed in the General Conditions. This does not include the cost for repair of damaged facilities not properly located in advance of construction. 3.03 WATER CONTROL A. The geotechnical investigation found the upper soils were typically 6 to 11 percent above their optimum moisture content. In addition, an underlying layer of stiff clays may cause a perched groundwater condition in some areas. B. The new drainage ditch indicated to the east of the new building site has been rough graded by the Owner to aid in the lowering of the groundwater prior to the start of construction. Extend drainage ditches; provide sump pumps, and well point system as necessary to lower groundwater during construction. C. Inspect the site prior to mobilizing to determine the appropriate equipment for site grading and foundation work. D. Perform work to prevent surface water from accumulating in excavations, and unfinished fill areas. Perform grading and excavation so the work area and affected operations shall be continually and effectively drained. E. The geotechnical investigation found a high ground water table at 4 to 6 feet below the existing ground surface. Fluctuations of the groundwater table may be expected during the year due to seasonal and climatic changes. F. Install a dewatering system prior to excavating beneath the ground water table. Maintain the water table approximately 2 feet below the bottom of the excavation. G. Maintain dewatering until backfilling has proceeded above the natural ground water level and the structural weight is sufficient to prevent "floating" of the structure. Provide a job superintendent experienced in dewatering work. H. Water from dewatering operations must be disposed of in accordance with the North Carolina Sedimentation Pollution Control Act.	3.04 USE OF EXPLOSIVES N/A 3.05 TOPSOIL A. Strip topsoil from areas to be disturbed to a depth of 8 inches and stockpile separate from other excavated material. Locate topsoil so that the material can be used readily for the finished grading. Protect and maintain topsoil until needed. Place topsoil after completion of work in accordance with Section 02920, Lawns and Grasses. B. Perform stripping with wide track dozer or other appropriate equipment to minimize disturbance to subgrade soils. Do not use rubber-tired equipment. 3.06 SITE GRADING A. Proofroll exposed soils following topsoil stripping with a partially loaded tandem axle dump truck to identify unsuitable subgrade areas as determined by the Engineer. Unsuitable areas will be repaired in place or undercut to firm soils as directed by the Engineer. Payment for in place repair or undercutting and backfilling of unsuitable areas shall be as indicated in the Measurement and Payment paragraph. B. Perform undercutting of unsuitable soils with a backhoe top loading dump truck or similar equipment approved for the use by the Engineer. Backfill undercut areas immediately. C. In undercut areas where the exposed soils may be wet and compaction of the initial fill may be difficult, a bridge lift of about 18 to 24 inches may be allowed at the direction of the Engineer. D. In-Place repair shall consist of discing and recompaction of existing soils to a depth of approximately 12 inches. E. At the direction of the Engineer provide a structural fabric for stabilization of unsuitable soil areas. Install fabric in accordance with the manufacturer's recommendation and the following minimum requirements. 1. Provide a fabric overlap of 24 inches. 2. Back dump and spread aggregate over fabric at the aggregate specified thickness.
	Earthwork 02300-5 ;
	Earthwork 02300-6 ;

3. Compact aggregate with vibratory roller prior to allowing additional construction traffic. F. Site grading shall be unclassified except as specifically indicated otherwise. Perform grading within the limits of the Project. Finished surface shall conform to the grades and cross sections indicated on the Drawings and be uniformly sloped for a positive drainage away from structures. G. Excavate rock encountered in cut sections to a depth of 6 inches below finished subgrade and backfill with satisfactory material. H. Scarify the existing subgrade surface to a minimum depth of 6 inches and recompact if subgrade density is less than the degree of compaction for the proposed fill material. Plow or bench existing ground surfaces steeper than one vertical to four horizontal in such a manner that the fill material will bond with or be keyed to the existing surface. Use compaction equipment suitable for the soil being compacted. Moist or aerate material as necessary to obtain the optimum moisture content within plus or minus one percent to obtain specified compaction. I. Soils used for fill and backfill shall be satisfactory soils classified SP, SM, or SW in accordance with ASTM D2487. Dry or wet soil as necessary to maintain optimum moisture. J. Place backfill and fill material in accordance with the following: 1. Maximum uniform loose lifts: 8 inches 2. Optimum moisture content: 11 - 14 percent 3. Percent compaction at optimum moisture content: a. From ex. grade to within one (1) foot of struc. subgrade: 95 b. Final foot to subgrade under floor slabs and pavements: 98 c. Under sidewalks and grass areas: 90 K. Approved compacted subgrade that is disturbed by construction or adverse weather shall be scarified and re-compacted as specified previously. Re-compaction over utilities shall be by hand tamping. 3.07 FILL AND BACKFILL A. Place and compact fill and backfill material adjacent to structures in a manner that prevents wedging and eccentric loading on or against structures. Do not use equipment adjacent to structures that may overload structure. Backfill against structure only after concrete has attained the specified 28-day compressive strength. B. Stone Base: Structures shall have a compacted crushed stone subgrade to the depth of 12 inches, except the Control Building, which shall have a stone subgrade of 6 inches. 3.08 EXCAVATION FOR STRUCTURES A. Provide shoring or side slopes of excavations as necessary to protect workmen, and existing and new structures. Use, install, and remove shoring in accordance with State and Federal OSHA regulations. B. Furnish, erect, and maintain required guardrails at exposed boundaries of excavation.	C. Perform excavation for utilities in accordance with Section 02315, Trenching for Utilities. Install utilities to a minimum distance of five (5) feet beyond the face of the structure. D. Make excavation to the dimensions and elevations for the structures as indicated on the Drawings. Extend excavation a sufficient distance from walls and footings to allow for placing and removal of forms. E. Remove unsatisfactory material below required grade and replace with select backfill material as directed by Engineer. F. Excavation carried below the depths indicated, without specific directions, shall be backfilled and compacted as specified herein to the proper grade. In excavations for footings the concrete shall be extended to the bottom of the over excavation. Work caused by over excavation shall be at the Contractor's expense. G. The upper 6-inches of the subgrade after excavating for each structure should be compacted in place to at least 95% standard Proctor maximum dry density. The subgrade should be proof-rolled using a vibratory roller weighing a minimum of 10 tons (static load) until settlement from the last four complete passes does not exceed 1/8 inch. Any soft, unsuitable or unacceptable soils encountered in the subgrade should be replaced with structural fill placed and compacted to 95% of the standard Proctor maximum dry density. 3.09 ROCK EXCAVATION A. Notify Engineer immediately in the event that rock is encountered when the Contract requires payment by the unit price. 3.10 BORROW MATERIAL A. Provide borrow material required for fill and backfill to bring the site to the elevations indicated on the Drawings. Borrow material shall be subject to the approval of the Engineer. Notify Engineer as to the site selected for inspection and approval prior to transporting borrow material to the site. B. Obtain erosion control permit as necessary for borrow pit grading operations. C. Provide soil analysis for each type of material from proposed borrow pit(s) for Engineer's approval prior to placing borrow material. Contractor shall do necessary work to bring the borrow material to within plus or minus 1-1/2 percent of the optimum moisture content. A minimum of one sample per structure shall be obtained for analysis. 3.11 MAINTENANCE AND STABILITY A. Maintain fills and embankments to the grade and cross section indicated on the Drawings until the final completion and acceptance of the Project. Repair areas that are damaged. 3.12 DISPOSAL OF SURPLUS MATERIAL A. Dispose of surplus material not required or unsuitable for filling, backfilling, or grading in an approved spoil area in accordance with local ordinances. B. Obtain erosion control permit as necessary for disposal site(s). 3.13 SOIL TESTING A. Provide the services of a soil-testing firm as specified in Section 01450, Quality Control.
: 02300-7 Earthwork	: 02300-8 Earthwork

END OF SECTION

SECTION 02315

TRENCHING FOR UTILITIES

PART 1 GENERAL

1.01 SCOPE

- A. Provide labor, equipment, and material to perform required excavating, backfilling, and compacting for utilities and related structures as specified herein and indicated on the Drawings. Work shall include, but not be limited to, the following:
1. Survey staking as required for construction.
 2. Protection of existing improvements.
 3. Location of installed utilities.
 4. Use of explosives.
 5. Dewatering.
 6. Excavating, backfilling, and compacting for utilities.
 7. Installation of warning / identification tape and tracer wire.
 8. Borrow material.
 9. Disposal of surplus material.
 10. Demolition and removal of existing structures.
 11. Soil Testing.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
1. Section 02230 Clearing and Grubbing
 2. Section 02370 Erosion Control
 3. Section 02510 Water Distribution System
 4. Section 02530 Sanitary Sewer System
 5. Section 02920 Lawns and Grasses

1.03 MEASUREMENT AND PAYMENT

- A. Include work specified in this Section in the lump sum or unit price cost for the utility installation as appropriate unless specifically specified elsewhere in the specifications.
- B. The following work shall be paid by the unit price as indicated in the Bid Form:
1. Undercut of unstable soils: Cu Yd
 2. Rock excavation: Cu Yd
- C. Take measurements for determination of unit price quantities in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for unit price quantities that have not been field verified by the Engineer. Measurement shall be based on the actual quantities removed but not exceeding the maximum trench dimensions as specified herein.
- D. Payment for the unit price items shall be for all labor, materials, equipment, and services required or reasonably implied by the Contract Documents and shall include, but not be limited to, the following:
1. Undercut of unstable soils: Complete removal and disposal of undercut material including, but not limited to, excavating, loading, hauling, and properly

Earthwork

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Trenching for Utilities

disposing of excavated material. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.

2. Rock excavation: Complete removal and disposal of excavated rock material including, but not limited to, drilling, blasting, excavating, loading, hauling, and properly disposing of excavated material. Rock excavation for manholes shall be paid for on the maximum basis of 1-foot greater diameter than the outside diameter of the manhole and to a depth of 1 foot greater than the bottom of the manhole. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.

1.04 REFERENCED STANDARDS

- A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
 1. N.C. Department of Transportation - Standard Specifications for Roads and Structures (NCDOT).
 2. American Society of Testing Materials (ASTM)
 - a. D698 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49 Kg) Rammer and 12-inch Drop (Standard Proctor).
 - b. D1556 Density of Soil in Place by the Sand-Cone Method.
 - c. D1586 Penetration Test and Split-Barrel Sampling of Soils.
 - d. D2049 Test for Relative Density of Cohesionless Soils.
 - e. D2216 Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
 - f. D2487 Classification of Soils for Engineering Purposes.
 3. Uni-Bell PVC Pipe Association
 - a. B-5-89 Recommended Practice for the Installation of Polyvinyl Chloride (PVC) Sewer Pipe.

1.05 DEFINITIONS

- A. Backfill: A specified material used in filling the excavated trench and placed at a specified degree of compaction.
 1. Materials: Materials listed herein include processed materials plus the soil classifications listed under the Unified Soil Classification System, (USCS) (Method D2487 and Practice D2486). The soil materials are grouped into five broad categories according to their suitability for this application.
 - a. Class I: Angular, 6 to 40-mm (1/4 to 1-1/2-in), graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, and crushed shell.
 - b. Class II: Coarse sands and gravels with maximum particle size of 40 mm (1-1/2 in.), including various graded sands and gravels containing small percentages of fines, generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SW, and SP are included in this class.
 - c. Class III: Fine sand and clayey gravels, including fine sands, sand-clay mixtures, and gravel-clay mixtures. Soil Types GM, GC, SM, and SC are included in this class.
 - d. Class IV: Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil Types MH, ML, CH and CL

Trenching for Utilities

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are included in this class. These materials shall not be used for bedding, haunching, or initial backfill.

- e. Class V: This class includes the organic soils OL, OH, and PT as well as soils containing frozen earth, debris, rock larger than 40 mm (1 1/2 in.) in diameter, and other foreign materials. These materials shall not be used for bedding, haunching, or initial backfill.
2. Backfill Zones: Each backfill zone shall extend the full width of the trench bottom.
 - a. Foundation: Extending down from the bottom of bedding zone as defined below.
 - b. Pipe Embedment
 - 1) Bedding: Extending from 4 inches below the pipe bottom to the pipe bottom for 30-inch diameter and smaller and 6 inches below the pipe bottom for pipes larger than 30 inches in diameter.
 - 2) Haunching: Extending from the bedding (bottom of the pipe) to the pipe spring line.
 - 3) Initial Backfill: Extending from the haunching (pipe spring line) to 1 foot above the top of the pipe.
 - c. Final Backfill: Extending from the initial backfill to the finish ground elevation.
- B. Laying Conditions:
 1. Type 1: Flat bottom trench with loose backfill.
 2. Type 2: Flat bottom trench with backfill lightly consolidated to centerline of pipe.
 3. Type 3: Pipe bedded in 4 inches minimum of loose soil and backfill lightly consolidated to top of pipe.
 4. Type 4: Pipe bedded on Class I material to 1/8 pipe diameter (4 inch minimum) Backfill compacted to top of pipe a minimum of 80 percent of standard proctor.
 5. Type 5: Pipe bedded in compacted Class I material to pipe centerline with 4-inch minimum under pipe. Backfill to top of pipe with Class I, II, or III and compact to 90 percent of standard proctor.
- C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor).
- D. Excavation: The removal of soil or rock to obtain a specified depth or elevation.
- E. Hard Material: Solid, homogeneous material which is not included in the definition of "rock" but which may require the use of heavy excavation equipment with ripper teeth. Amount must exceed 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material."
- F. Lift: Layer of soil placed on top of a previously prepared or placed soil.
- G. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.
- H. Pipe Springline: A line running horizontally through the center of the pipe.

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Trenching for Utilities

:

	I. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, and maintenance operations. 1.06 SUBMITTALS A. Submit the following in accordance with Section, Submittal Procedures: 1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Clearly indicate equipment to be furnished for the Project including options to be provided. a. Warning / Identification tape.																											
10	PART 2	PRODUCTS																										
2.01	STONE																											
	A.	Class I material shall be #67 or #78M stone in accordance with NCDOT specifications Section 1005, General Requirements for Aggregate.																										
2.02	WARNING AND IDENTIFICATION TAPE																											
	A.	Tape shall be a minimum 3-inch wide polyethylene plastic tape manufactured specifically for identification of buried utilities with means of enabling detection by a metal detector to a minimum depth of 3 feet. Tape shall be color coded and continuously imprinted with warning and identification markings in bold black letters to read "CAUTION - BURIED (utility) LINE BELOW." Color and printing shall be permanent, unaffected by moisture or soil and shall be as follows:																										
		<table><tr><th>Utility</th><th>Color</th><th>Marking</th></tr><tr><td>1. Water</td><td>Blue</td><td>Caution - Buried Water Line Below</td></tr><tr><td>2. Gravity Sewer</td><td>Green</td><td>Caution - Buried Sewer Line Below</td></tr><tr><td>3. Force Main</td><td>Green</td><td>Caution - Buried Force Main Below</td></tr><tr><td>4. Electric</td><td>Red</td><td>Caution - Buried Electric Line Below</td></tr><tr><td>5. Gas</td><td>Yellow</td><td>Caution - Buried Gas Line Below</td></tr><tr><td>6. Telephone</td><td>Orange</td><td>Caution - Buried Telephone Line Below</td></tr><tr><td>7. SCADA</td><td>Orange</td><td>Caution - Buried SCADA Line Below</td></tr></table>	Utility	Color	Marking	1. Water	Blue	Caution - Buried Water Line Below	2. Gravity Sewer	Green	Caution - Buried Sewer Line Below	3. Force Main	Green	Caution - Buried Force Main Below	4. Electric	Red	Caution - Buried Electric Line Below	5. Gas	Yellow	Caution - Buried Gas Line Below	6. Telephone	Orange	Caution - Buried Telephone Line Below	7. SCADA	Orange	Caution - Buried SCADA Line Below		
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7. SCADA	Orange	Caution - Buried SCADA Line Below																										
	B.	Tape shall be by Blackburn Manufacturing, Joseph G. Pollard Co., or Reef Industries Inc.																										
2.03	TRACER WIRE																											
	A.	Tracer wire shall be #12 wire.																										
11	PART 3	EXECUTION																										
3.01	PROJECT SAFETY																											
	A.	Contractor is responsible for Project safety.																										
	B.	Perform work in conformance with applicable State and Federal safety regulations including, but not limited, to the following:																										
		1. North Carolina Safety and Health Standards for the Construction Industry (29CFR 1926 Subpart P).																										
		2. NC OSHA Industry Guide No. 14, Excavations.																										
		3. NC OSHA Industry Guide No. 20, Crane Safety.																										
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3.06	USE OF EXPLOSIVES	
	A. Explosives may not be used on the Project.	
3.07	EXCAVATING	
	A. Excavation shall be by open cut, unless otherwise indicated on the Drawings or specified herein. Short sections of trench may be tunneled or direct bored with the approval of the Engineer.	
	B. Stockpile excavated material in such a manner that it will not obstruct the flow of runoff, streams, endanger Work, impair the use or appearance of existing facilities, or be detrimental to the completed Work.	
	C. Contractor shall segregate excavated material so as to maintain material suitable for backfill separate from material that is unsuitable.	
	D. Trench dimensions at the pipe embedment and foundation zone unless noted otherwise shall be as follows:	
	1. Minimum width: Pipe outside diameter plus 18 inches.	
	2. Maximum width: Pipe outside diameter plus 24 inches.	
	3. Sides shall be vertical to a minimum of one foot above the top of pipe.	
	E. Shape trench bedding to provide uniform bearing for the full pipe length. Bottom shall be free of protrusions that could cause point loading on pipe. Provide bell holes as required for properly making pipe joint.	
	F. Do not over excavate. Excavation below grade without approval of Engineer shall be backfilled with Class I material at no additional cost.	
	G. Undercut soils that become unsatisfactory by construction activity or by being left exposed to the weather and backfill with Class I material at no additional cost.	
	H. Remove shoring, bracing, and sheeting, unless otherwise noted, as the trench is backfilled. Engineer shall have the authority to require that the sheeting be left in place.	
	I. Excavation of trench shall not advance more than 200 feet ahead of the installation. In no case should the excavation extend beyond that which can be backfilled by the end of the workday.	
	J. Correct unstable soil conditions encountered at trench foundation by one of the following methods:	
	1. Excavate below grade as approved by Engineer and backfill with Class I material or approved substitute material at unit price bid or the cost to be included in pipe unit bid price as indicated in Section, Unit Prices.	
	2. Provide piling and / or timber cradles in a manner approved by the Engineer.	
	3. Payment will be made as a change to the Contract Price.	
	3. Provide concrete cradle or encasement of concrete at unit price bid or the cost to be included in the lump sum price as indicated in Section, Unit Prices.	
	K. Rock and Hard Material	
	1. Excavate rock and hard material to a minimum depth of 4 inches below the pipe for pipes smaller than 30 inches and 6 inches for pipes 30 inches and larger.	
	L. Pressure Lines:	
	1. Provide a minimum 3 feet of cover, unless indicated otherwise on the Drawings.	
	2. Excavate trenches to provide vertical curve chords that will not exceed the pipe manufacturer's recommended joint deflection.	
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	3. Provide concrete thrust blocks having a compressive strength of 3,000 psi at 28 days at change in horizontal and vertical direction and reduction in the pipe size, unless other restraint systems are indicated otherwise on the Drawings. Cut trench sides vertical and square to receive concrete. Provide bearing area against trench wall as indicated on the Drawings.	
	M. Gravity Lines:	
	1. Excavate trench to the alignment and grade indicated on the Drawings.	
	N. Utility Structures: Provide a minimum of 12 inches below subgrade and backfill with Class I compacted to 95 percent maximum density. If the soil conditions are found to be unsuitable for structural stability of the manhole, Engineer may require additional depth of Class I material.	
3.08	BACKFILLING	
	A. Electronic marker balls shall be installed approximately 6-inches over the point to be located, and a minimum of 6-inches from any metal objects. However, burial shall not be less than 18-inches nor more than 4 feet. Ball markers to be hand backfilled to 1 foot above ball marker as to prevent movement or damage. Electronic marker balls shall be installed at the following locations:	
	1. On ductile iron and PVC pipe water mains.	
	2. At a minimum of every one hundred linear feet directly over main line.	
	3. At bends 22-1/2 degrees and larger.	
	4. At capped or plugged ends if no blow-off assembly.	
	5. At tees over main line.	
	B. Weather Limitations: Proceed with backfill operations based on the following weather conditions:	
	1. Temperature must be above freezing and rising.	
	2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content.	
	3. Do not proceed in rain or saturated subgrade.	
	4. Do not place material on surfaces that are muddy, frozen, or contain frost.	
	C. General	
	1. Maintain backfill operation within 200 feet from pipe laying operation.	
	2. Backfill trench to existing ground surface with select excavated material at the specified compaction.	
	3. If excavated material is unsuitable to obtain specified compaction, provide suitable off-site borrow material for backfill.	
	4. Re-excavate trenches improperly compacted. Backfill and compact as specified.	
	5. Provide appropriate tamping equipment, and water to obtain proper moisture content, to achieve specified compaction of backfill.	
	6. Conduct operation of heavy equipment above pipe installation as to prevent damage to pipe.	
	7. Install warning / identification tape over utilities. Bury tape one foot below finished grade above the utility.	
	8. Install tracer wire for non-metallic pressure pipe. Bury tracer wire with pipe. Wire shall be looped into valve boxes to allow access for direct contact location.	
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- D. Backfill in pipe embedment zone (bedding, haunching, and initial backfill).
1. General:
 - a. Backfill with material as specified below. Material shall be free from objects larger than 2 inches.
 - b. Where rock and hard material has been excavated below pipe bottom, backfill and compact bedding with Class I material. Class II or III material may be used for bedding with Engineer's approval.
 - c. Place backfill material to assure placement of material under pipe haunches.
 - d. Take care during placement and compacting of material to avoid movement of pipe.
 2. Place backfill in bedding and haunching zones in 6 inch maximum lifts and compact to 90 percent density. Place initial backfill in one lift do not compact. Provide backfill material in pipe embedment zone as specified below.
 - a. Pressure Lines (Flexible and Rigid Pipe)
 - 1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
 - 2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.
 - b. Gravity Sewer Lines, Rigid pipe (concrete and ductile iron)
 - 1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
 - 2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.
 - 3) Ductile iron over 16 inch
 - i) Depth 0 - 12 feet: Type 2 laying conditions same as for pressure pipe.
 - ii) Depth over 12 feet: Provide Class I material for bedding and 4 inches up from bottom of pipe.
 - c. Gravity Sewer Lines, Flexible (PVC SDR 35)
 - 1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
 - 2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.
 - d. Gravity Sewer Lines, Semi-rigid pipe (PVC and ABS Truss Pipe)
 - 1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
 - 2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.
- E. Final Backfill
1. Backfill with materials free of stones and debris larger than 6 inches in dimension. Place backfill in lifts not exceeding the thickness and compacted to the minimum density specified below.
 2. Trench backfilled with noncohesive materials may be compacted with water flooding, except under roadways, shoulders of roadways, and other areas

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- subject to vehicular movement, provided the method of compaction is approved by the Engineer and provides the degree of compaction required.
3. Lifts and density:
 - a. Undeveloped areas (i.e., forests, fields, and croplands): Trench may be filled with bulldozer blade provided material fall will not damage pipe. Mound soil over the trench area sufficiently to settle level over time. Degree of compaction shall be 85 percent.
 - b. Lawns: Backfill in 12-inch lifts and compact to 90 percent. Top 12 inches shall be free of material with a dimension over 2 inches.
 - c. Roads (including Rights-of-way), drives, parking areas (including areas within 20 feet), and adjacent to existing utilities: Backfill in 6 inch lifts compact to 95 percent.
 - d. Within 20 feet of foundations: Backfill in 6-inch lifts compacted to 95 percent.
 - F. Utility Structures: Bring backfill to grade in even lifts on all sides. Lift depths and compaction densities shall be as specified according to area of installation for pipe above. Backfill against cast-in-place concrete structure only after concrete has attained the specified 28-day compressive strength.

3.09 ANTI-SEEP COLLARS

- A. Anti-seep Collars: Provide anti-seep collars to prevent groundwater flow along pipe in wetlands as indicated on the Drawings. Use select clay material for collars. Collars shall extend past trench walls and bear against undisturbed soils. Dimensions of collars shall be as indicated on the Drawings. Do not place stone in area of anti-seep collars.
- B. Concrete Collar: Provide Class B concrete with minimum cement content of 5 sacks per cubic yard (5.5 sacks for angular course aggregate); 6.8 gallons of water per sack water-cement ratio; 2-4 inch slump range; and 28-day strength of 2,500 psi.
- C. Clay Collar: Provide clay of medium to high plasticity with a soil classification of CL or CH and a permeability of 10-5 cm / second. Place clay in 6-inch lifts and compact by use of a mechanical hydraulic tamper to 95 percent.

3.10 SOIL TESTING

- A. Compaction tests may be made at the option of Engineer. An independent testing laboratory will perform tests.
- B. For each test that fails the compaction requirements, the testing firm at the direction of the Engineer shall make two additional tests. Contractor shall pay cost of additional tests made because of failure of compaction test.
- C. Correct deficiencies in compaction.

3.11 PAVEMENT PATCHING

- A. Repair damaged pavement structure.
- B. Cut existing pavement for utility installation in straight lines generally parallel to the utility. Properly dispose of removed pavement structure.
- C. Extend pavement patch 1 foot beyond each side of trench on firm subgrade. Slope new surface to drain.
- D. Asphalt Pavements: Replace asphalt pavement with a pavement structure equal to existing but no less than as detailed on the Drawings.

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Trenching for Utilities

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- E. Concrete Pavements: Replace concrete pavement with pavement structure equal to existing but no less than as detailed as Drawings. Concrete shall be minimum 3,000 psi. When existing concrete joint is within 5 feet of trench remove existing concrete to joint. Provide expansion joint at edge of existing concrete. Surface treatment shall match existing.
- F. Curbs, Gutters, and Sidewalks: Replace curbs and gutters, and sidewalks removed or damaged with similar sections to match the existing. Remove to nearest existing joint.
- G. Approval of Other Authorities: Pavements under the jurisdiction of the NC Division of Highways shall be subject to the approval of a representative of that Division.
- H. Raise existing and new manholes and valve boxes to finished pavement grade. Excavate around top of existing manhole and valve box as necessary. Remove existing top ring, and install new grade ring(s) as necessary. Install existing cover. Raise existing valve box. Provide concrete collar around manhole ring and valve box.
- I. Pavement patching shall include the cost to adjust existing and new manhole and valve boxes to finished pavement elevations.

3.12

GRADING AND CLEAN-UP:

- A. Provide for testing and clean up as soon as practicable, so these operations do not lag far behind the pipe installation. Perform preliminary clean up and grading as soon as backfill is complete.
- B. Provide positive drainage of finished grade and drain away from structures. Finished grade shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the adjacent existing ground surface.
- C. Seed disturbed areas in accordance with Section, Lawns and Grasses.
- D. Upon completion of backfilling, remove and properly dispose of excess material and waste.

END OF SECTION

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Trenching for Utilities

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SECTION 02370 EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General contractor shall provide erosion control work. Work shall include, but not be limited to, the following:
 - 1. Erosion control at project site.
 - 2. Erosion control at borrows and disposal areas as required by Contractor. Cost shall include erosion control permits as necessary for borrow and disposal areas.
 - 3. Removal of surface debris.
 - 4. Temporary and permanent ground cover.
 - 5. Maintain and remove erosion control devices.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
 - 1. Section 02920 Lawns and Grasses

1.03 REFERENCED STANDARDS

- A. "Erosion and Sediment Control Planning and Design Manual," issued by the N. C. Sedimentation Control Commission.

1.04 QUALITY ASSURANCE

- A. Conform to rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973 (G.S. 113A) as amended, and the local jurisdiction where the project is located.
- B. Post a copy of the approved erosion control permit, furnished by Owner, at the site prior to starting work. Maintain a copy of the approved erosion control plan at the site.
- C. Provide permanent ground cover as soon as possible, and no later than 15 working days after completion of work in a specific area.

1.05 WARRANTY

- A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.

12 PART 2 PRODUCTS

2.01 MATERIALS

- A. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's design

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Erosion Control

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data regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.

- B. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.
- C. Gravel for Stone Filters: #57 crushed stone.
- D. Filter Fabric: 7-1/2 oz. burlap fabric or other silt filtering fabric.
- E. Riprap:
 - 1. Class A: Stone shall conform to NCDOT standards and shall range in size from 2 to 6-inches with the stone gradation being equally distributed within the required size range.
 - 2. Class B: Stone shall conform to NCDOT standards and shall range in size from 5 to 12-inches with the stone gradation being equally distributed within the required size range.
 - 3. Type 1: Stone shall conform to NCDOT standards and shall range in size from 5 to 17-inches with the stone gradation being equally distributed within the required size range.

13 PART 3 EXECUTION

3.01 INSTALL EROSION CONTROL DEVICES

- A. Install erosion control devices, which shall be in place and operational prior to other land disturbing activity.
- B. After installing erosion control devices as indicated on the Drawings, verify that reasonable measures have been taken to prevent the sedimentation of nearby watercourses, existing and new facilities, and adjacent property.
- C. Should Contractor believe that additional measures are necessary to adequately prevent erosion, immediately notify Engineer. If rain is predicted before the Engineer can be notified, take measures as necessary to prevent siltation of nearby water courses and work will be paid for as provided in the General Conditions.
- D. After installing erosion control devices, request an inspection by the local agency having jurisdiction and the Engineer.
- E. Incorporate permanent erosion control work into the project at the earliest practicable time. Coordinate temporary erosion control measures with permanent erosion control measures and other work on the project to assure effective and continuous erosion control throughout the construction and post construction period.
- F. Maintain erosion control devices during construction until the disturbed areas are stabilized and the agency having jurisdiction and the Engineer have approved the removal of the erosion control devices.

3.02 BORROW AND DISPOSAL AREAS:

- A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.
- B. Install and maintain erosion control devices in accordance with Contractor's approved plan.

3.03 MAINTENANCE

- A. Inspect erosion control devices after each rainfall. Make required repairs immediately. Remove sediment deposits when deposits reach approximately one-half of the capacity of the erosion control device.
- B. Respread accumulated sediments on the project site in a manner that will not adversely affect erosion control facilities and permanent ground cover.
- C. Silt Fence: Should the filter fabric decompose or become ineffective before approval of its removal by the Engineer, replace fabric immediately at no additional cost to the Owner.
- D. Temporary Construction Entrance: Maintain entrance in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 2 inches of stone, as conditions require, at no additional cost to the Owner.

3.04 SEEDING

- A. Disturbed areas not covered by new construction shall be seeded.
- B. Provide temporary and permanent seeding in accordance with Section, Lawns and Grasses.

3.05 STABILIZATION AND CLEAN-UP

- A. Remove erosion control devices upon the approval of the permanent stabilization of this site by the agency having jurisdiction of the area and the Engineer. Dress sediment deposits remaining in place after the erosion control devices are removed to conform to the existing grade, prepared and seeded. Include cost of removal and cleanup in the cost of the installation of the device.

END OF SECTION

SECTION 02610

PAVEMENT PATCHING

PART 1 GENERAL

1.01 SCOPE

- A. Provide pavement patching where marked in the field by the Owner and specified herein.

1.02 REFERENCED STANDARDS

- A. N.C. State Dept. of Transportation - Standard Specifications for Roads and Structures (NC DOT), 2012.

1.03 SUBMITTALS

- A. Shop Drawings: Submit four (4) copies of Certificate of Compliance that the materials used in the bituminous concrete mixer, and aggregate base course meet the requirements of this section for materials, mixing, and handling.

1.04 PROTECTION OF EXISTING PAVEMENT, AND CURB AND GUTTER

- A. The existing paved area not to be patched, curb and gutter, and concrete pavement shall be protected by the Contractor. The Contractor and Owner shall inspect the entire site and mark all failed areas that are not designated for repair, and damaged curb and gutter, and concrete pavement. The Contractor shall remove any areas of pavement or concrete damage or failure that occurs during construction and provide a new patch at his own cost. The patch shall be the same as specified herein.

1.05 MEASUREMENT AND PAYMENT

- A. All measurements shall be made by the Contractor in the presence of the Owner's representative. All quantities shall be agreed to as the work progresses and maintained in a daily log format signed by the Owner and Contractor.
- B. Existing pavement removal and new patching: Payment for pavement removal and new patching shall be in accordance with the Contract unit price per square yard. Payment shall be for all the labor, material and accessories required for a complete pavement repair including, but not limited to, the following:
 1. Pavement saw cutting.
 2. Existing pavement structure removal.
 3. Excavation to a depth of 10-inches below existing pavement surface.
 4. Compaction of existing subgrade.
 5. Placement of engineering fabric.
 6. Placement and compaction of 8-inches of ABC stone base.
 7. Tack coat.
 8. Placement and compaction of 2-inches of I-2 asphalt pavement.
 9. Removal from site of all excess material.
- C. Additional undercutting and backfilling: Payment for additional undercutting and backfilling shall be in accordance with the Contract unit price per cubic yard. Payment shall be for all the labor, material and accessories required for undercutting including, but not limited to, the following:
 1. Undercut excavation to the depth as directed by the Soils Engineer.
 2. Backfilling with approved material and compacting.
 3. Removal from site of all excess material.

PART 2 PRODUCTS

2.01 MATERIALS AND MIXES

- A. Engineering Fabric: Fabric shall comply with the requirements of NC DOT Section 1056 for Type 1 material.
- B. Base Course: Aggregate base course shall comply with requirements of NC DOT Section 520.
- C. Tack Coat: Conforming to materials and compositions required in Section 605 of the NC DOT specifications.
- D. Bituminous Concrete Surface Course - SF9.5B: Conforming to materials and composition required in Section 645 of the NC DOT specifications.

PART 3 EXECUTION

3.01 PREPARATION FOR PAVEMENT PATCHING

- A. Verify areas outlined for pavement patching with Owner. Areas outlined should extend 5 feet into sound pavement.
- B. Saw cut outlined areas designated for removal.
- C. Remove the distressed pavement, and the underlying base course. The existing subgrade shall be removed to a minimum depth of 10-inches below the existing pavement surface.
- D. Prior to placement of the aggregate, allow testing of the existing subgrade by a soil technician provided by the Owner.
- E. Provide additional undercutting as required by the soils engineer and approved by the Owner. Additional undercutting shall be measured and approved by the Owner as the work progresses. Only undercutting that has been measured and approved prior to backfilling will be paid by the Owner.
- F. The existing subgrade shall be compacted as directed by the soil technician using a plate tamp on a Rammed type compactor prior to backfilling or placement of new base course.
- G. Compaction shall be to at least 95% maximum density Modified Proctor Method.
- H. Maintain subgrade in satisfactory condition and properly drain until surface courses are placed.
- I. Preparation, shaping, and compaction shall be in accordance with Section 500 of the NC DOT specifications.

3.02 ENGINEERING FABRIC

- A. Install specified fabric over the subgrade as recommended by the material manufacturer.

3.03 AGGREGATE BASE COURSE

- A. The stone base shall be constructed in accordance with the applicable paragraphs of Section 520 of the NC DOT specifications.
- B. A minimum of 8-inches of ABC stone base should be placed and compacted to at least 100 percent of the dry density as defined by ASTM 1557 Modified Proctor Density.

3.04 TACK COAT

- A. Application rates, method of application, and curing shall be in accordance with the requirements of NC DOT specification Section 605.

3.05 BITUMINOUS CONCRETE SURFACE COURSE

- A. Spreading, compaction, and finishing shall comply with the requirements of Sections 610 and 645 of the NC DOT specifications.
- B. Compacted thickness shall be no less than the 1.5-inches of SF 9.5B

END OF SECTION

SECTION 02831

HAND RAIL

PART 1 GENERAL

3.06 SUMMARY

- A. Provide complete Hand Rail as indicated on the Drawings and specified herein. Work shall include, but not be limited to, the following major items and necessary accessories for a complete and operational system:
 - 1. Hand Rail as shown on plans.
 - 2. Fence post, frame and concrete foundation.

3.07 SUBMITTALS

- A. Submit the following in accordance with Section, Submittal Procedures:
 - 1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Products to be furnished for the Project shall be clearly indicated including options to be provided.
 - a. Individual components of the fencing system.
 - 2. Shop Drawings: Submit Project specific shop drawings for the following:
 - a. Layout drawing showing spacing of posts and location of corner, end, and pull posts.
 - 3. Manufacturer's Installation Procedures.

3.08 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an installer who has at least three years' experience and has completed at least five chain link fence projects with the same material and of similar scope to that indicated for this project with a successful construction record of in-service performance.

PART 4 PRODUCTS

4.01 FABRIC N/A

- A. Selvage: Knuckled on both selvages. Fabric 60 inches high and under shall be knuckled at both selvages. Fabric 72 inches high and over shall be knuckled at one selvage and twisted and barbed at the other selvage. Both selvages of meshes less than 2 inches shall be knuckled.
- B. Aluminized Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufacturers Institute (CLFMI)' Product Manual" and with requirements indicated below:
 - 1. Mesh and Wire Size: 2-inch mesh, 0.192-inch diameter (6gauge).
 - 2. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9gauge).
 - 3. Coating: ASTM A 817, Type 1, aluminized with 0.40 oz/sf. aluminum (all gages, all fence fabric).
- C. Safety Netting: Black all weather boundary netting, 1- inch mesh 320 lb. Breaking strength.

4.02 FRAMING

- A. Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts are often referred to in ASTM standard specifications by Nominal pipe sizes (NPS) or the equivalent trade sized inches. The following indicates these equivalents all measured in inches:

Actual OD	NPS	Trade
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Size	Size
1.660	1 1/4
1.900	1 1/2
2.375	2
2.875	2 1/2
4.0	3
	4

- B. Type I Round Posts: Standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per square foot. Type coating inside and outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

Actual OD	Weight (lb/ft)	NPS	Size
1.660	2.27	1-1/4	
1.900	2.72	1-1/2	
2.375	3.65	2	
2.875	5.79	2 1/2	
4.000	9.11	3 1/2	

- C. Top Rail: Manufacturer's longest lengths (21 feet) with expansion-type coupling, approximately 6 inches long for joining. Provide rail ends of other means for attaching top rail securely to each gate, corner, pull, and end post.

1. Round Steel: 1.660-inch OD Type.

- D. Paints, enamels, lacquers, paste fillers, caulks, and other materials shall be delivered in original sealed containers that plainly show the designated name, formula, batch number, color, date of manufacture, and name of manufacturer.

1. All paint used shall be by Sherwin Williams - Yellow Oil Base Exterior Paint.

2. The thinning of paint for additional coverage will not be permitted. The Contractor is to follow manufacturer's guidelines on recommended paint coverage.

- E. Bottom and Intermediate Rail: Same material as top rail unless indicated otherwise. Provide intermediate rail for fence heights of 10 feet or greater. Provide manufacturer's standard galvanized-steel, cast-iron or cast-aluminum cap for each end.

4.03 FITTINGS AND ACCESSORIES

- A. Material: Comply with ASTM F 626. Mill-finished aluminum or galvanized iron or steel to suit manufacturer's standards.

1. Steel and Iron: Unless specified otherwise, hot-dip galvanize steel or cast-iron fence fittings and accessories with at least 1.2 oz. Zinc per sq. ft. as determined by ASTM A 90.

- B. Post and Line Caps: Provide weathertight closure cap for each post. Provide line post caps with loop to receive top rail.

- C. Post Brace Assembly: Manufacturer's standard adjustable brace. Use material specified below for brace and truss to line posts with 3/8-inch-diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel, cast iron or cast-aluminum cap for each end.

1. Round Steel: 1.6600-inch OD Type I steel pipe.

- D. Tie Wire: (9-gage) aluminum wire alloy 1350-H19 or equal.

4.04 CONCRETE

- A. Concrete: Provide concrete consisting of Portland cement per ASTM C 150, aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum of 28-day Compressive strength of 3000 psi. Use at least four sacks of cement per cu. yd., 1-inch maximum size aggregate, 3-inch maximum slump.

- B. Package Concrete Mix: Mix dry-packaged normal-weight concrete conforming to ASTM C 387 with clean water to obtain a 2 to 3-inch slump.

4.05 GATES

- a. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

- b. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.

- c. Gate stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete, and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock

PART 5 EXECUTION

5.01 INSTALLATION

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

1. Intermediate horizontal rails in the backstop shall be spaced at a maximum of 5 feet. Provide extended posts, braces, cables, turnbuckles and boundary netting overhang as indicated on details.

- B. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameter and spacings indicated, in firm, undisturbed or compacted soil.

1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.

2. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

- C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated.

1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and hold in position during placement and finishing operations.

- a. Pour concrete footings to a level 2" below finished grade and cover with fresh earth from excavation.

- D. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.
- E. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and Gateposts with tension bands spaced not over 15 inches o.c.

END OF SECTION

SECTION 02700

CONCRETE PAVEMENT AND APPURTENANCES

PART 6 GENERAL

6.01 SCOPE

- A. Provide concrete pavement, and block masonry construction as indicated on the Drawings and specified herein. Construction shall conform with the lines, grades, thickness, and typical cross-section indicated on the Drawings.

6.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
 - 1. Section 02300 Earthwork

6.03 REFERENCED STANDARDS

- A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
 - 1. N.C. Department of Transportation - Specifications for Roads and Structures (NC DOT).
- B. Paragraphs in the NC DOT standard regarding measurement and payment do not apply to this Project.

6.04 SUBMITTALS

- A. Submit the following in accordance with Section 01330, Submittal Procedures:
 - 1. Certificates of Compliance: Certificates shall attest that supplied products conform to the referenced standard and this specification, that all tests set forth in each applicable referenced publication have been performed, and that all test requirements have been met. Submit for each of the following materials:
 - a. Asphalt Concrete
 - b. Aggregate Base Course
 - c. Concrete

6.05 PROTECTION OF EXISTING PAVEMENT, CURB AND GUTTER, AND SIDEWALK

- A. Existing pavement, curb and gutter, and sidewalks at the site are in good condition. Contractor, Owner, and Engineer shall inspect the entire site prior to the start of construction and mark existing damaged areas and note areas on Contractor's plan set to be used for the Record Drawings.
- B. Protect existing pavement, curb and gutter, and sidewalks during construction.
- C. Remove areas of existing walls, and concrete pavement damaged during construction. Removal shall include to the nearest existing joint.
- D. Remove areas of existing pavement damaged during construction. New pavement patch shall consist of re-stabilizing the subgrade, and providing 6 inches of ABC and 1.5 inches of SF9.5B asphalt to match existing pavement surfaces designated on the plans.
- E. Repair or replace concrete slab areas as shown on the plans. New concrete shall be placed at the thickness described and 6x6WWF shall be placed in all new slabs for additional strength.

PART 7 PRODUCTS

7.01 MATERIALS AND MIXES

- A. Asphalt Concrete Base Course - Type B-25.0B: Conforming to materials and compositions required in NC DOT Section 610, Asphalt Concrete Plant Mix Pavements.
- B. Tack Coat: Conforming to materials and compositions required in NC DOT Section 605, Asphalt Tack Coat.
- C. Asphalt Concrete Surface Course - Type SF9.5B: Conforming to materials and composition required in NC DOT Section 610, Asphalt Concrete Plant Mix Pavements.
- D. Concrete for Paving: Conforming to materials and composition required in NC DOT Section 825, Incidental Concrete Construction, and Section 848, Concrete Sidewalks and Driveways and Wheelchair Ramps.
- E. Base Course: Aggregate base course shall comply with requirements of NC DOT Section 520, Aggregate Base Course.
- F. Concrete Block Masonry: Conforming to materials and composition required in NC DOT Section 834, Block Masonry Construction.

PART 8 EXECUTION:

8.01 PREPARATION OF SUBGRADE

- A. Refer to applicable portions of Section 02300, Earthwork.
- B. Compaction shall be to at least 95 percent maximum density Standard Proctor Method.
- C. Remove unsuitable material to a depth of one foot and replace with an approved material. Loosen exceptionally hard spots and re-compact. Finish subgrade to provide uniform bearing surface.
- D. Maintain subgrade in satisfactory condition and properly drain until surface courses are placed.
- E. Preparation, shaping, and compaction shall be in accordance with NC DOT Section 500, Fine Grading Subgrade, Shoulders, and Ditches.

8.02 AGGREGATE BASE COURSE

- A. This applies to both the aggregate base course as indicated on the Drawings for paved and unpaved roads.
- B. The stone base shall be constructed in accordance with the applicable paragraphs of NC DOT Section 520.
- C. Compacted base shall be of the thickness indicated on the Drawings.

8.03 ASPHALT CONCRETE BASE COURSE

- A. Spreading, compaction, and finishing shall comply with the requirements of NC DOT Section 610, Asphalt Concrete Plant Mix Pavements.
- B. Compacted thickness shall be no less than the thickness indicated on the Drawings.

8.04 ASPHALT CONCRETE SURFACE COURSE

- A. Spreading, compaction, and finishing shall comply with the requirements of NC DOT Section 610 Asphalt Concrete Plant Mix Pavements.
- B. Compacted thickness shall be as indicated on the drawings.

8.05 TACK COAT

- A. Application rates, method of application, and curing shall be in accordance with the requirements of NC DOT Section 605.

8.06 CONCRETE PAVEMENT

- A. Provide concrete pavement as shown on drawings to the depth described.
- B. Construct Concrete in accordance with NC DOT Section 710.

8.07 BLOCK MASONRY WALL

- A. Provide block masonry walls as shown on drawings to the height described. Include all footings with this construction
- B. Construct Block Walls in accordance with NC DOT Section 834.

END OF SECTION

LAWNS AND GRASSES	
PART 1 GENERAL 1.01 SECTION INCLUDES A. Work shall include, but not be limited to, the following: 1. Surface preparation of subsoil. 2. Placing topsoil. 3. Addition of lime and fertilizer. 4. Seeding. 5. Maintenance to produce a permanent stand of grass. 1.02 PAYMENT PROCEDURES A. Base bid for the work on the specified quantities of lime, fertilizer and seed. After the specified soil tests have been made, Engineer may vary specified quantities. Should the actual quantities applied in the field vary appreciably from those specified, an adjustment in the contract price may be made. 1.03 REFERENCES A. N.C. Department of Agriculture - NCDA B. U.S. Department of Agriculture - USDA 1.04 PERFORMANCE REQUIREMENT A. Grassed area shall be considered established when it presents a green appearance from eye level 50 feet away and the grass is vigorous and growing well in each square foot of seeded area. It is not required that the seeded area be thick and heavy as an old established lawn. B. Should the permanent seed not germinate and produce a strand of grass, reseed affected areas until a permanent stand is established. 1.05 SUBMITTALS A. Not less than 5 weeks prior to seeding, obtain representative soil samples from areas to be seeded and deliver the properly packaged samples with an information sheet for each sample properly filled out to the Soils Division of the NC Department of Agriculture or a private laboratory. Based on the test results, submit to the Engineer a recommendation as to the quantity and type of lime, fertilizer and seed for the area covered by the test. 1.06 QUALITY ASSURANCE A. Quality of fertilizer, lime, and seed, and operations in connection with the furnishing of this material, shall comply with the requirements of the N.C. Fertilizer, Lime and Seed Law; and with the requirements of the rules and regulations adopted by the NC Department of Agriculture in accordance with the provisions of the said law. B. Seed containers shall bear an official "Certified Seed" label as inspected by the N.C. Crop Improvement Association. C. Packages for soil conditioners and fertilizer shall bear manufacturer's guaranteed analysis.	02920-1 Lawns & Grasses

D. Do not apply lime, fertilizer or seed in strong wind, when the soil is extremely wet, or otherwise unworkable. No rolling shall be done if precipitation after seeding would make the operation detrimental to the seed bed. 1.07 DELIVERY, STORAGE, AND PROTECTION A. Deliver grass seed mixture in sealed containers showing percentage of seed mix, year of production, net production, net weight, date of packaging, and location of packaging. B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. 1.08 MAINTENANCE SERVICE A. Maintain seeded areas until grass is well established and exhibits a vigorous growing condition for a minimum of two cuttings. Mow grass at regular intervals to a maximum height of 3 inches. Hand clip where necessary. B. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. C. Water areas seeded between May 1 and July 15 at such intervals as to maintain the seeded area in a moist condition until the grass is established and accepted by the Engineer. Provide equipment to transport and distribute the water to the seeded areas. Areas seeded between September 1 and November 1 need not be irrigated beyond the initial watering specified above except that the Contractor may apply water at his own discretion. 14 PART 2 PRODUCTS 2.01 MATERIALS A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds, and roots; pH value of minimum 5.4 and maximum of 7.0. B. Lime: Ground Dolomitic agricultural limestone, not less than 85 percent total carbonates, ground so that 50 percent passes 100 mesh sieve and 90 percent passes 30 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing No. 100 mesh sieve. C. Fertilizer: Mixed, commercial, fertilizer containing 10-10-10 percentages of available nitrogen, phosphoric acid, and potash respectively, plus superphosphate with 20 percent P2O5 content. Fertilizer shall be dry, in granular (pellet) form, shall be delivered to the site in the manufacturer's original bag or container which shall be plainly marked as to formula. D. Seed: Fresh seed guaranteed 95 percent pure with a minimum germination rate of 85 percent within one year of tests. Provide the following seed mixtures with lime and fertilizer in disturbed areas including NCDOT Rights-of-Way:	Lawns & Grasses 02920-2
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1. Temporary Seeding

Planting Dates	Grass Type	Pounds/Acre
Dec. 1 - Apr. 15	Rye (Grain)	120
	Kobe Lespedeza	50
Apr. 15 - Aug. 15	German Millet	40

Aug. 15 - Dec. 1	Rye (Grain)	120
Lime		3,000
Fertilizer	10-10-10	800
Mulch	Straw	4,000

2. Permanent Seeding

Planting Dates	Grass Type	Pounds/Acre
Feb. 15 - Apr. 30	Tall Fescue	80
& Pensacola Bahiagrass		50
Sept. 1 - Oct. 30	Sericea Lespedeza	30
	Kobe Lespedeza	10

Lime	4,000
Fertilizer	1,000
Mulch	4,000

On poorly drained sites omit sericea and increase kobe to 30 lb / acre.

E. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's design data regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.

F. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.

G. Mulch: Threshed straw of oats, wheat, or rye, free from seed of obnoxious weeds; or clean salt hay. Straw which is fresh and excessively brittle or straw which is in such an advanced stage of decomposition as to smother or retard growth of grass will not be acceptable.

H. Water: Water shall be free from substances harmful to growth of grass.

15 PART 3 EXECUTION

A. PREPARATION OF SUBSOIL

A. Complete operations in the area to be seeded and prepare subsoil to eliminate uneven areas and low spots. Bring surface to the approximate design contours.

B. Scarify subsoil to a depth of 3 inches. Remove weeds, roots, stones and foreign materials 1-1/2 inches in diameter and larger.

B. PLACING TOPSOIL

A. Place topsoil during dry weather and on dry unfrozen subsoil.

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Lawns & Grasses

B. Spread topsoil to a minimum depth of 4 inches. Remove vegetable matter and foreign non-organic material from topsoil while spreading. Grade surface to provide positive drainage and prevent water ponding. Lightly compact topsoil with at least one pass of a cultipacker or similar equipment

C. Maintain the finished surfaces by protecting, and replacing topsoil and subsoil as necessary until the area is accepted under the contract.

C. APPLICATION OF LIME

A. Liming shall be done immediately after grading has reached the fine grading stage, even though actual seeding may not be done until several months later.

B. Spread lime evenly by means of a mechanical distributor.

C. When lime is distributed by commercial liming dealers, sales slips showing the tonnage delivered shall be filed with the Engineer and shall show the full tonnage required for the acres treated.

D. Incorporate lime in the top 2 to 3 inches of soil by harrowing, disking, or other approved means.

D. APPLICATION OF FERTILIZER

A. Spread fertilizer not more than 2 weeks in advance of seeding.

B. To verify application rate, determine acreage to be fertilized and provide Engineer with total weight of fertilizer applied to the area.

C. Provide mechanical spreader for even distribution and spread half of the rate in one direction, and the other half at right angles to the first. Mix thoroughly into upper 2 to 3 inches of soil by disking, harrowing or other approved methods.

E. SEEDING

A. Accomplish seeding by means of an approved power-drawn seed drill, combination catenagated roller-seeder, approved hand operated mechanical seeder, or other approved methods to provide even distribution of seed.

B. Do not seed when ground is excessively wet or excessively dry. After seeding, roll area with a roller, not less than 18 inches in diameter and weighing not more than 210 pounds per foot of width. Upon completion of rolling, water area with a fine spray.

C. Immediately following seeding apply mulch or matting. Do not seed areas in excess of that which can be mulched on same day.

D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil depth

F. MULCHING AND MATTING

A. Apply mulch or matting as required to retain soil and grass, but no less than the following:

- Slopes from 0 to 20 percent by spreading a light cover of mulch over seeded area at the rate of not less than 85 lbs. per 1000 sq. ft.
- Slopes greater than 20 percent mulch with matting. Pin matting to the ground with wire staples at 5 foot intervals, immediately after seeding.
- Use tack to prevent disruption of mulch.

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Lawns & Grasses

- B. For tack use an asphalt tie-down of emulsified asphalt grade AE-3 or cut-back asphalt grade RC-2 or other approved equal. The application rate shall be 0.10 gal/sy (11 gal / 1000 sq ft). An approved jute mesh or net may be used in lieu of tacking straw mulch.
- C. Other types of mulch and anchoring methods may be used upon approval by the Engineer.

G. PROTECTION

- A. Protect seeded areas from damage by barricades, signs, and other appropriate means. Maintain and protect slopes from weather damage.

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END OF SECTION

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Lawns & Grasses

Attachment I

Form Templates

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT:

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title: _____

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title: _____

Surety's Name and Corporate Seal

(Seal)

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

00610-5

Performance Bond

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the address described in Paragraph 10, that Contractor has failed to complete the Contract by the Contract Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract;
3. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly audit Surety's expense like one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be acquired with performance and completion of the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment of damages as described in Paragraph 4.4, then Surety shall be deemed to be in default in part, without further notice. Owner shall be entitled to enforce any remedy available to Owner.

FOR INFORMATION ONLY - Name, Address and Telephone
Surety Agency or Broker

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety fails to complete the Contract within the time specified in Paragraph 4, the responsibilities of Surety to Owner shall not be greater than those of Contractor. Contractor shall be responsible to Owner for the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract. Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or increased by the amount of any such unrelated obligations. No right of action shall accrue on this Bond to or from, or in favor of or against, Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contractor or to related subcontractors, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Surety as a defense in this jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with such statutory requirement shall be deemed invalid and unenforceable. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

00610-5

Performance Bond

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal _____ (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal _____ (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

00615-1

Payment Bond

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
2.1. Claimant, and

2.2. Demands, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any acknowledgment from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following action:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

FOR INFORMATION ONLY - Name, Address and Telephone
Surety Agency or Broker:

00615-2

Notice of Award

Project: 2023 Waste Management Sites	Owner: Beaufort County	Date: Engineer's Project No.:
Contract:		
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid received 4/5/22 for the above Contract has been considered by the Owner. You are the Successful Bidder and are awarded a Contract for the following:

The Contract Price of your Contract is _____ Dollars (\$).
3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.
You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

Deliver to the Owner 3 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders.

Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

By: _____
Authorized Signature

Title _____

Copy to Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____ day of _____, 20____.

By: _____

Title: _____

1

Notice of Award

Notice to Proceed

Project: 2023 Waste Management Sites	Owner: Beaufort County	Date: Engineer's Project No.:
Contract:		
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the work is to be completed in 100 consecutive calendar days. The date of completion of all work is therefore _____.

Before you may start any Work at the Site, you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Attend Preconstruction Conference to be conducted on:

Owner: _____

Date _____

Copy to Engineer

Acceptance of Notice

Receipt of the Notice of Proceed is hereby acknowledged by _____

this the _____ day of _____, 20____.

By: _____

Title: _____

-1

Notice to Proceed

CERTIFICATE OF INSURANCE

EUCTC No. C-620 (2002 Edition)

Date of Issuance: _____

Effective Date: _____

Project: 2023 Waste Management Sites	Owner: Beaufort County	Date:
--------------------------------------	------------------------	-------

Contract:	
Engineer's Project No	

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

See revised quantity list of items to be removed from the contract under this change order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

Original Contract Times:	Working days	Calendar days
10	10	10
20	20	20
30	30	30
40	40	40
50	50	50
60	60	60
70	70	70
80	80	80
90	90	90
100	100	100
110	110	110
120	120	120
130	130	130
140	140	140
150	150	150
160	160	160
170	170	170
180	180	180
190	190	190
200	200	200
210	210	210
220	220	220
230	230	230
240	240	240
250	250	250
260	260	260
270	270	270
280	280	280
290	290	290
300	300	300
310	310	310
320	320	320
330	330	330
340	340	340
350	350	350
360	360	360
370	370	370
380	380	380
390	390	390
400	400	400
410	410	410
420	420	420
430	430	430
440	440	440
450	450	450
460	460	460
470	470	470
480	480	480
490	490	490
500	500	500
510	510	510
520	520	520
530	530	530
540	540	540
550	550	550
560	560	560
570	570	570
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820	820	820
830	830	830
840	840	840
850	850	850
860	860	860
870	870	870
880	880	880
890	890	890
900	900	900
910	910	910
920	920	920
930	930	930
940	940	940
950	950	950
960	960	960
970	970	970
980	980	980
990	990	990
1000	1000	1000

Original Contract Times: Working days

Ready for final payment (days or date): 210

	[Decrease] from previously approved Change Orders	[Increase] [Decrease] from previously approved Change Orders
1. Change Order #		
2. Description of Change Order		
3. Amount of Change Order		
4. Reason for Change Order		
5. Date of Change Order		
6. Status of Change Order		
7. Approved by		
8. Date of Approval		
9. Comments		

No. _____ to No. _____

\$0

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Ready for final payment (date or date):

Ready for final payment (date or date):

[Decrease] of this Change Order:

[Increase][Decrease] of this Change Order:

69

Ready for final payment (days or date):

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Substantial completion (days or date): _____

RECOMMENDED :

ACCEPTED:

By: _____
Engineer (Authorized Signature)

Contractor (Authorized Signature)

Date: _____ Date: _____

Date: _____

Contractor's Application

Stored Material Summary

[illegible]

EJCDC No. C-570 (2002 Edition)

Page 3 of 3

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment A

Revised Proposal Form

Attachment B

Solid Waste Site Improvements Proposal Form

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents in accordance with Beaufort County's Request for Proposals, thoroughly understands the same, and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

☒ No Exceptions

☐ Exceptions:



Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

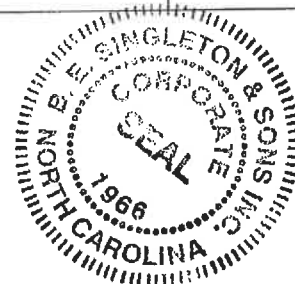
- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the following pages.

(Proposal Form Continued on Next Four Pages)

7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements**a. Cherry Run Site Improvements**

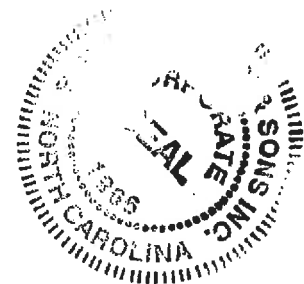
Item No.	Description	Quantity	Unit	Unit Price	Total
1	EXTEND CONCRETE PAD FOR COMPACTOR (8" DEPTH)	4	CY	500 ⁰⁰	2000 -
2	NEW CONCRETE BLOCK WALL 6' TALL WITH FOOTER FOUNDATION	28	LF	400 ⁰⁰	11,200 -
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL (2 LOCATIONS)	6	CY	850 ⁰⁰	5,100 -
4	NEW 6" CONCRETE SLAB UNDER EXISTING SHELTER FOR OIL CONTAINERS	2	CY	700 ⁰⁰	1,400 ⁰⁰
5	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS	10,000-	10,000-
6	NEW 2" HANDRAIL CONTINUOUS	345	LF	115 ⁰⁰	39,575-
7	SEEDING AND CLEANUP OF SURROUNDING AREA AND ERODED AREAS INSIDE OF LOOP INSTALL WATTLES TO PREVENT FURTHER EROSION	1	LS	2000-	2000,-
8	NEW PRESSURE TREATED WOODEN STEPS PER DETAIL W/ GATE, HANDRAILS	1	LS	12500-	12500-
9	REPLACE POWER POLE AND REWIRE NEW POLE TO THE COMPACTOR	1	LS	10,000-	10,000-
10	REMOVE EXISTING HANDRAILS, WOODEN STAIRS, DECKING AND EXISTING WOODEN RETAINING WALL	1	LS	2500-	2500 -
11	NEW PAVEMENT 1.5" SF 9.5 B 6" ABC	120	SY	30 ⁰⁰	3600 -
12	CLEAR ENTRANCE AREA FROM UNDERBRUSH AND VINES ALONG THE FENCE ADJACENT TO CHERRY RUN ROAD	1	LS	6500-	6500 ⁰⁰
13	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS	7500-	7500 -
14	PATCH EXISTING POTHOLES PER THE PLAN DETAIL	15	SY	85. ⁰⁰	1,275 -
	TOTAL CONSTRUCTION COST - CHERRY RUN SITE				115,250-



7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements**b. Chocowinity Site Improvements**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	NEW CONCRETE PAD FOR DUMPSTER (8" DEPTH)	20	CY	525 -	10,500 -
2	NEW CONCRETE BLOCK WALL WITH FOOTER FOUNDATION AND BACKFILL	60	LF	200 -	12,000 -
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL (2 LOCATIONS)	11	CY	600 -	6,600 -
4	NEW 6" CONCRETE SLAB UNDER EXISTING SHELTER FOR OIL CONTAINERS	3	CY	650 -	1,950 -
5	REMOVE EXISTING HANDRAILS, WOODEN DECKING AND EXISTING WOODEN RETAINING WALL	1	LS	3600 -	3,600 -
6	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS	10500 -	10,500 -
7	NEW 2" HANDRAIL CONTINUOUS	321	LF	115 -	36,915 -
8	UPDATE ELECTRICAL CONNECTION FROM EXISTING POLE TO COMPACTOR TO MEET ALL CODES	1	LS	5000 -	5000 -
9	REMOVE 4x4 POLE AND LIGHT AND ADD LIGHT TO EXISTING POLE	1	LS	750 -	750 -
10	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS	7500 -	7,500 -
11	PATCH EXISTING POTHOLES PER THE PLAN DETAIL	15	SY	85 -	1275 -
TOTAL CONSTRUCTION COST - CHOCOWINITY SITE					\$96,590 -



7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements**c. River Road Site Improvements**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	NEW CONCRETE PAD FOR DUMPSTER (8" DEPTH)	7	CY	500 -	3,500 -
2	NEW CONCRETE BLOCK WALL WITH FOOTER FOUNDATION AND BACKFILL	90	LF	150 -	13,500 -
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL	5	CY	600 -	3,000 -
4	NEW ASPHALT ALONG TOP OF WALL AS SHOWN ON PLANS 1. 1.5" SF9.5B 2. 6" ABC STONE	70	SY	30 -	2,100 -
5	GRADING OF SURROUNDING AREAS TO IMPROVE DRAINAGE	1	LS	20000 -	20,000 -
6	NEW 2" HANDRAIL CONTINUOUS	400	LF	115 -	46,000 -
7	CONCRETE FLUME IN AREA OF EROSION AS DESIGNATED ON PLANS	1	LS	1000 -	1,000 -
8	NEW PRESSURE TREATED WOODEN STEPS PER DETAIL W/ GATE, HANDRAILS, & PLATFORM	1	LS	12500 -	12,500 -
9	NEW LIGHT FIXTURES TO BE INSTALLED ON EXISTING POLES	3	EA	350 -	1,050 -
10	UPDATE ELECTRICAL CONNECTION FROM EXISTING POLE TO BUILDING AND COMPACTOR TO MEET ALL CODES	1	LS	6500 -	6,500 -
11	SCRAPE/BRUSH EXISTING ASPHALT, CLEAN UP LOOSE TRASH AROUND SITE	1	LS	7500 -	7,500 -
12	PATCH EXISTING POTHOLES PER THE PLAN DETAIL	15	SY	50 -	750 -
TOTAL CONSTRUCTION COST - RIVER ROAD SITE					\$117,400 -

d. Alternates

Item No.	Description	Quantity	Unit	Unit Price	Total
	1.5"SF 9.5B RESURFACE EXISTING PAVED AREAS AT EACH SITE				
1	CHERRY RUN ROAD	650	SY	18.95	12,252.50
2	CHOCOWINITY	550	SY	18.95	10,367.50
3	RIVER ROAD	853	SY	18.95	16,079.05



7/5/2023

RFP SW-FY24-001

Solid Waste Site Improvements

- B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.
- D. Low bid will be determined by combined base bid values. Contract shall be awarded to proposal deemed most advantageous to the County.

Does the Proposer have any possible conflict of interest? ☐ Yes ☒ No
If so, explain the nature of potential conflict: _____

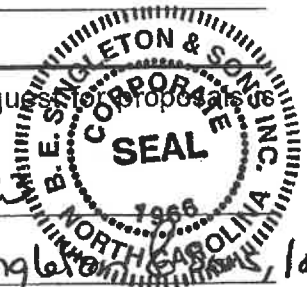
I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____

Date: _____

Title: _____

Company: _____



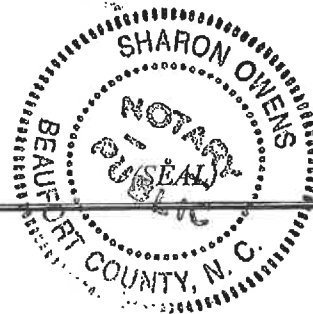
I, Sharon Owens a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 21 day of

July, 2023

Notary Public

My commission expires: _____



7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

B.E. Singleton & Sons, Inc.

2. Contact Person for this Project:

John Spruill

Phone No:

(252) 946-3287

Email address:

john@besingleton.com

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: 70 + years

4. Number of regular full-time employees

50 +

Number of part time employees

2

5. Company Federal ID#:

56-0889543

6. NC Contractor's License #:

8226

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

Trip Bros. Asphalt

Tidewater Welding

EC Electric

7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	Wimco
Contact Name	Kevin Rawls
Title	President
Phone Number	(252) 946-5175
Scope of Services Provided	Site Development - Turn Key

Reference #2

Company Name	Stocks & Taylor
Contact Name	Selden Taylor
Title	President
Phone Number	~~915~~ (252) 975-5855
Scope of Services Provided	Site Development - turn key

Reference #3

Company Name	City of Washington
Contact Name	Hope Woolard
Title	Public Works Director
Phone Number	(252) 975-9302
Scope of Services Provided	Site Development, Streets sidewalks, street scape etc.

7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. 1, Dated 7/19/23
Amendment No. 2, Dated 7/19/23
Amendment No. _____, Dated _____

Contractor Name: BE Singleton & Sons, Inc
Address: 920 W 3rd St.
Washington NC 27887

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

7/5/2023

RFP SW-FY24-001
Solid Waste Site Improvements

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

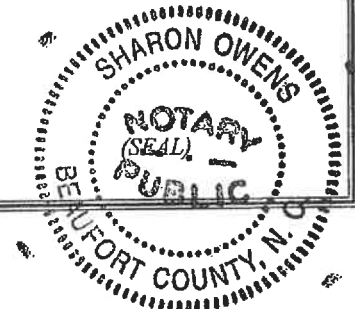
Charles H. Manning III, being first duly sworn deposes and says that:

1. He/she is the President (title) of BE Singleton & Sons, Inc. (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained in any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or its officers, agents, representatives, owners, employees, or parties, in interest, including this affiant.

Charles H. Manning III
President



Subscribed and sworn to before me, this the <u>21</u> day of <u>July</u> , 20 <u>23</u> .	
Notary Public <u>Sharon Owens</u>	
County of <u>Beaufort</u> , NC	
My Commission expires <u>01/09/2028</u>	





Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works
West Overman, Public Works

Agenda Title: Solid Waste Ordinance

Summary of Information: Following the August Board meeting, staff revised the Solid Waste Ordinance to reflect the comments made during discussion. A final draft is attached for consideration by the Board. A revised fee schedule is also attached.

According to SB300, N.C.G.S. 153A-123.b has been revised to read that "Notwithstanding G.S. 153A-45, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced." Therefore, if no changes are made to the attached ordinance, it will be placed on the October agenda for approval and will be effective January 1, 2024.

Public Works staff and the Communications Director will develop a plan to distribute and communicate the changes to the public. Website postings, social media postings, videos, press releases, and signage are potential methods to be used.

Submitter Recommendations/Motions: Approve language in ordinance and fee schedule documents and plan for final approval of ordinance at October meeting.

Attachments:

1. Chapter 52- Solid Waste
2. Revised Fee Schedule

Chapter 52: SOLID WASTE

Section

General

- 52.001 Title
- 52.002 Purpose
- 52.003 Authority
- 52.004 Jurisdiction
- 52.005 Liability
- 52.006 Choice of Law and Venue
- 52.007 Conflict with Other Ordinances or Laws
- 52.008 Severability
- 52.009—52.049 Reserved
- 52.050 Definitions
- 52.051—52.074 Reserved
- 52.075 Annual Solid Waste Fees
- 52.076-52.099 Reserved

Collection and Disposal

- 52.100 General Provisions
- 52.101 Solid Waste Storage and Disposal
- 52.102 Licensing of Household Solid Waste Collectors
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General

§ 52.001 TITLE.

This chapter 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.

§ 52.002 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.

§ 52.003 AUTHORITY.

The county enacts this chapter pursuant to G.S. Ch. 130A and G.S. Ch. 153A.

§ 52.004 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 chapter also applies to both publicly owned and privately-owned solid waste management facilities located in the unincorporated areas of the county.

§ 52.005 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.

§ 52.006 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.

§ 52.007 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 52.001 of this chapter. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of the County of Beaufort conflict with this Ordinance, the more restrictive requirement or the requirement that imposes the higher standard will govern.

§ 52.008 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.

§ 52.009—52.049 RESERVED.

§ 52-050 DEFINITIONS.

- (A) The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, 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.

Board means the Board of Commissioners of Beaufort County, North Carolina.

Clean wood means untreated wood pieces and particles that do not contain paint, laminate, bonding agents, or chemical preservatives or are otherwise unadulterated.

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 Environmental Quality (NCDEQ).

Director means the Beaufort County Public Works Director who is the administrator designated with the responsibility for the solid waste program, or designated representative.

Disposal means the final placement of collected solid waste into a landfill or other lawful site.

Division means the Solid Waste Division of the Beaufort County Public Works Department.

Electronics means waste consisting of televisions, computers, peripherals, etc.

Fee schedule means a listing of fees charged by the County that is determined by the Board of Commissioners at least once per year, typically during the annual budget process.

Garbage means all putrescible wastes, including animal 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 generated in a residence 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 generated in a residence in the course of ordinary day-to-day living, including but not limited to food waste, 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 disposal facility or a part of a disposal facility where solid waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility. 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.

Person means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

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 solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for birds or animals. The term does not include uncontaminated yard waste 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 adopted by the state and the county or any appropriate federal agency.

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 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. For the purposes of this chapter, this term does not include stumps or material greater than 8" in diameter or 6'-8' in length.

§ 52.051—52.074 RESERVED.

§ 52.075 ANNUAL SOLID WASTE FEES.

- (A) An annual solid waste fee will be billed 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 costs of disposing of household solid waste in the county, the management of the solid waste collection service, scrap tire collection service, yard waste collection service, and other solid waste services.
- (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, even if the unit is occupied or leased by another person. 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. Delinquent 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.

COLLECTION AND DISPOSAL

§ 52.100 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 chapter and with applicable state and federal law.

§ 52.101 SOLID WASTE STORAGE AND DISPOSAL.

- (A) 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 chapter.
- (B) 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.
- (C) Garbage shall be stored only in containers that are durable, nonabsorbent, nonleaking, and easily cleaned. Each container shall be kept clean so that no other nuisance condition exists.
- (D) Solid waste shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.
- (E) No owner, occupant, tenant or lessee of a building or dwelling, other than a salvage and/or 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.
- (F) 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, freezer, 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.
- (G) Construction waste must be disposed of at disposal sites approved and permitted by the department or as permitted pursuant to G.S. 130A, Article 9.
- (H) Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the Department.
- (I) All sharps must be placed in a sealed, puncture-proof container prior to disposal with other solid waste.
- (J) Open burning of solid waste is prohibited pursuant to 15A NCAC 02D.1903.

- (K) 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.
- (L) No person, solid waste collector, or company shall dispose of hazardous or liquid wastes in any county-owned collection site or transfer station.
- (M) No person, solid waste collector, or company shall dispose of solid waste, except by one of the following methods, provided that:
 - 1. Sanitary landfill which has been approved by the department.
 - 2. Collection and recycling centers operated by the county for individual households in the county.
 - 3. 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.
 - 4. Construction/demolition landfill approved by appropriate county, state and federal agencies.
 - 5. By any other methods including reclaiming or recycling processes which have been approved by the department.
- (N) A violation of this section is punishable as outlined in Section 52.201.

§ 52.102 LICENSING OF 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 only 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 in the solid waste fee schedule.
- (C) 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. 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.
- (D) All licensed household solid waste collectors shall display plainly visible decals or lettering on the collection vehicle showing the name and address or phone number of the owner. The information shall be on file with the Division.
- (E) All licensed household 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.
- (F) Licensed household solid waste collectors shall remove the garbage or refuse of their customers at least once a week from the designated pickup location.

- (G) Licensed household solid waste collectors shall schedule normal collections between the hours of 6 AM and 9 PM. Collectors may request advance approval from the Division to operate outside of these hours due to certain conditions including, but not necessarily limited to, extreme heat, natural disasters, labor shortage, equipment malfunctions, etc.
- (H) All solid waste collected shall be disposed of frequently in a licensed sanitary landfill or other approved disposal facility.
- (I) Licensed household solid waste collectors are required to notify the Division 30 days prior to any expected closure of the business.
- (J) No solid waste collector shall dispose of solid waste at the solid waste collection sites provided by the county.
- (K) 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 of receipt of the request for a hearing. This appeal shall be based on the license application record. 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. The Board shall hear the appeal, which shall be based on the application record and record of the hearing before the Public Works Director. The Board shall either affirm the denial or direct the Public Works Director to issue the license.
- (L) A license may be transferred due to the sale of a company or line of business, 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.

**§ 52.103 REVOCATION OF HOUSEHOLD SOLID WASTE COLLECTORS
LICENSE.**

- (A) A Beaufort County Household Solid Waste Collector privilege license issued for collection and transportation of household solid waste may be revoked for violations of applicable county, state, or federal regulations pertaining to the management of solid waste.
- (B) Whenever, upon inspection of facilities, equipment, or operating methods or practices of a licensee, 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 licensee 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.
- (C) If, after reinspection, the Division finds conditions or practices not corrected, the licensee 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 outlined in Section 52.102(A).

- (D) The Division may reinstate a revoked license after revocation has been in effect for 30 days if the Division finds that the conditions causing the violation have been corrected.
- (E) 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.

§ 52.104 SOLID WASTE COLLECTION.

- (A) Solid waste shall be collected by the following methods:
 - 1. Transporting the solid waste to a transfer facility or landfill facility permitted by the department.
 - 2. Placing the solid waste in a receptacle provided at a collection site within the county.
 - 3. Placing the solid waste in a receptacle provided by an incorporated municipality or commercial solid waste collector.
 - 4. Other lawful means.
- (B) Collection Sites
 - 1. 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.
 - 2. 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.
 - 3. Non-residents, businesses, institutions, or any other commercial or industrial establishments are prohibited from using the collection sites.
 - 4. Waste generated outside of Beaufort County is prohibited.
 - 5. The operating schedule will be made public via signage, website postings, press releases, or other appropriate means.
 - 6. All persons entering the collection sites shall observe all rules, regulations, and signs.
 - 7. 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.
 - 8. No persons shall leave solid waste at the collection site outside the receptacle.
 - 9. The following waste types may be accepted at collection sites when there is a specific area designated for the collection of such items:
 - a. Household Solid Waste
 - b. Household Bulk Waste

- c. Yard Waste
 - d. White Goods
 - e. Mixed Metal
 - f. Used Motor Oil (and associated filters)
 - g. Electronics
 - h. Recycling of specific products, as markets allow.
 - i. Other material as approved by the Commissioners.
10. All other waste types are expressly prohibited from disposal at solid waste collection sites.
 11. No person may loiter, scavenge, or rummage about the collection sites to remove articles therefrom.
 12. No person shall vandalize any property associated with solid waste collection sites.
 13. No person may trespass on property used for solid waste collection during non-operational hours.
 14. 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 Section 52.201.
 15. 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

1. The County shall contract with a company to provide transfer station services.
2. The following groups or persons shall be exempt from the payment of fees for disposal of garbage or other waste:
 - a. Any group that brings acceptable 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.
 - b. Other parties as authorized by the Division.
3. 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.

§ 52.105 TRANSPORTATION OF SOLID WASTE.

- (A) Vehicles or containers used for transportation of solid wastes shall be secured by effective means to prevent the blowing or spilling of materials from out of the vehicle. 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 blown or spilled during transportation shall be picked up immediately by the transporter and returned to the vehicle or container, and the area properly cleaned.

§ 52.106 LITTERING AND UNAUTHORIZED DUMPING.

- (A) Littering is prohibited pursuant to G.S. 14-399.
- (B) No person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on public or private property unless such solid waste is placed in a receptacle designated for the collection of solid waste.
- (C) It shall be unlawful to leave solid waste at a closed collection site.
- (D) It shall be unlawful for any person to litter at collection sites. Littering shall include dumping solid waste in a solid waste container that causes the container to overflow.
- (E) The owner or operator of a vehicle shall be responsible for dumping, littering, and other violations in which his vehicle is used.
- (F) If any solid waste disposed of in violation of this section 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 section.
- (G) A violation of this section is punishable as outlined in Section 52.201.

§ 52.107 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.

§ 52.108 SCRAP TIRE FACILITY.

- (A) The county shall operate at least one facility to collect scrap tires.
- (B) Certified scrap tires are:
 - 1. Generated in North Carolina,
 - 2. Five or fewer tires, or
 - 3. More than five scrap tires that are accompanied by a completed NC Scrap Tire Certification form.
 - 4. Certified scrap tires are not subject to a disposal fee.
- (C) Uncertified scrap tires are:
 - 1. More than five scrap tires that are not accompanied with a completed NC Scrap Tire Certification form, or

2. Any scrap tire generated outside of North Carolina.
 3. Uncertified scrap tires are subject to a disposal fee as specified in the fee schedule.
- (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) Loads 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 Section 52.201.

§ 52.109 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 as specified in the fee schedule.
- (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 Section 52.201.

§ 52.110-52.199 RESERVED.

ENFORCEMENT AND PENALTIES

§ 52.200 ENFORCEMENT

- (A) Enforcement of this article shall rest with those governmental agencies and personnel authorized to exercise police powers under G.S. 14-399 and shall include, without limitation, the Beaufort County Public Works Solid Waste Division, the Beaufort County Health Department, and the Beaufort County's Sheriff's Office.
- (B) The provisions of this article shall be enforced by the inspection of property and by the observation of persons who are suspected of violating any of the provisions contained herein. Enforcement personnel are empowered to issue citations, warning citations, or letters of warning when any of the provisions of this article have been violated.
- (C) Enforcement personnel may issue a warning letter or warning citation. Such a letter or warning citation shall state therein the nature of the violation, the corrective measures to be taken, and the time and date when corrections are to be completed. Failure to comply with the corrective measures stated in such warning notices shall be just cause for enforcement personnel to issue a citation for violation of this article.
- (D) Persons found to be in violation of the provision of this article may be allowed to perform remedial cleanup work in lieu of prosecution, injunctive action, or civil penalties at the discretion of the Beaufort County Public Works Solid Waste Division.
- (E) The County shall have the power to collect delinquent accounts by any remedy provided by law for collection and enforcing private debts as provided for in G.S. 153A-277(b).

§ 52.201 PENALTIES.

(A) The County may, at its discretion, take any one or more of the following courses of action to remedy any violation of this chapter:

1. Denial of Use

- a. The County may deny use of any solid waste facility to any person due to violation of any section of this chapter.

2. Recovery of Costs

- a. In addition to other penalties imposed for violations of this chapter, any person determined to have caused the violation shall be liable to the County for any one or more of the following:
 - i. Costs incurred by the County for any cleaning, repair, or replacement work caused by the violation;
 - ii. Expenses, loss, damage, or costs and expenses incurred by the County, including, but not limited to, attorney fees, engineering fees, and other expert and consulting fees caused by the violation;and

- iii. Other consequential damages, foreseen or otherwise, to the County, including, but not limited to, fees, penalties, damages, and other costs incurred in the County's defense against claims for such consequential damages.
 - b. The Division will determine actual charges. If contested, the Board will determine the amount of charges.
 - c. All costs associated with the removal of accumulated solid waste on a property shall be billed to the originator if determined through prima facie evidence.
 - d. All costs associated with the removal of accumulated solid waste on a property whose originator cannot be determined shall be billed to the property owner. Failure to pay the costs for the removal of the solid waste will constitute a lien against the real estate enforceable in the same manner as real estate taxes.

3. Civil Penalties

- a. The County may assess a civil penalty for violation of this chapter. The civil penalties shall be divided into three tiers:

i. Tier One

- a. Littering. Littering includes the improper disposal of small quantities of solid waste on private or public land and highway rights-of-way.

ii. Tier Two

- a. Scavenging, unauthorized salvaging of discarded items.
- b. Improper transportation, including uncovered trucks and unsecured loads, or improper vehicles by contract haulers of solid waste.
- c. Failure to remove solid waste from property within thirty (30) days of notification by the county.
- d. Violations of county requirements on use of solid waste collection sites.

iii. Tier Three

- a. Illegal dumping, including leaving solid waste at a closed solid waste facility or dumping in unapproved areas.
- b. Illegal burning of solid waste

- b. Penalty amounts shall be published in the Solid Waste Fee Schedule.

(B) Criminal Penalties

- 1. In addition to or in lieu of the civil penalties described herein, violators may be criminally charged per G.S. 14-4. Violation of the chapter is a Class 3 misdemeanor and shall be subject to a fine of not more than \$500.00.



Beaufort County, North Carolina
Department of Public Works
Solid Waste Division

111 West 2nd Street | Washington, North Carolina | 27889
Phone (252) 975-0720 | co.beaufort.nc.us

FY2024 Solid Waste Fee Schedule

Annual Solid Waste Fee	\$180 per household
Commercial Yard Waste Disposal Fee	\$30.00 per ton
Commercial After-Hours Landfill Access Card	\$10.00 per card (new & replacement)
Household Solid Waste Collectors License	\$40.00
Solid Waste Ordinance Civil Penalties	
<u>Tier 1</u>	
First Offense	Written Warning
Second Offense	\$250.00
Subsequent Offenses	\$500.00
<u>Tier 2</u>	
First Offense	\$100.00
Subsequent Offenses	\$500.00
<u>Tier 3</u>	
First Offense	\$300.00
Subsequent Offenses	\$500.00
Uncertified Scrap Tires Disposal Fee	\$105.00 per ton



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Christina Smith and West Overman, Public Works

Agenda Title: Mega-Site Update

Summary of Information: Commissioner Rebholz has requested a report from Public Works on the status of the mega-sites and a timeline of execution.

Submitter Recommendations/Motions: Discussion only.

Attachments:



**Beaufort County
Agenda Abstract**

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Chief Finance Officer

Agenda Title: Policies Related to American Rescue Plan (ARP) Funding

Summary of Information: The County received \$9.1 million of American Rescue Plan (ARP) funds. Although the County elected the “revenue replacement” category for the ARP grant funds, we are still required to adopt certain policies specific to ARP grant spending. The four attached policies need to be formally adopted by the Board of Commissioners to be in compliance with the ARP funding agreement.

Submitter Recommendations/Motions: Adopt the attached ARP policies.

Attachments:

- Record Retention Policy
- Allowable Cost Principles Policy
- Eligible Use Policy
- Nondiscriminatory Policy



Beaufort County: Record Retention Policy: Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of Beaufort County to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, Beaufort County agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retain sufficient evidence of compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence Beaufort County expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: Beaufort County records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of Beaufort County and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the County to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

Beaufort County Finance Director, Anita Radcliffe is responsible for identifying the documents that Beaufort County must or should retain and arrange for the proper storage and retrieval of records. The Beaufort County Finance Director or her Designee shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: Beaufort County is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Human Resources Director or County Manager. Beaufort County prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate

conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy:

Any questions about this policy should be referred to the Beaufort County Finance Director, Anita Radcliffe at 252-946-0079 or anita.radcliffe@beaufortcountync.gov who is in charge of administering, enforcing, and updating this policy.

ADOPTED, this the 5th day of September 2023 by Beaufort County Board of Commissioners.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

Katie Mosher
Clerk to the Board



BEAUFORT COUNTY POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT (ARP)/CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) BY NORTH CAROLINA LOCAL GOVERNMENTS

WHERE AS Beaufort County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety of staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARP/CSLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARP/CSLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARP/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARP/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARP/CSLFRF award such as the cost of facilities or administrative functions like a Director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of Beaufort County hereby adopts and enacts the following Allowable Costs & Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

BEAUFORT COUNTY ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are

unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Beaufort County shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with Beaufort County Administration and Beaufort County Financial Services (County Manager and Finance Director), who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to Beaufort County Administration or Beaufort County Financial Services (County Manager or Finance Director). As questions on the allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

- 1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.**

A cost must be *necessary* to achieve a project objective. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were

followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of Beaufort County or the proper and efficient performance of the federal award.
 - The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
 - Market prices for comparable goods or services for the geographic area.
 - Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Beaufort County, its employees, the public at large, and the federal government.
 - Whether Beaufort County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.
- 2. Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Beaufort County.**

6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-475.

Department Director(s) or his/her Designee working on the specific project(s) responsible for determining cost allowability must be familiar with the Selected Items of Cost. Beaufort County must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Department Director(s) working on the specific project(s) or his/her Designee, personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Beaufort County regulations, and program-specific rules may deem a cost as unallowable, and Department Director(s) working on the specific project(s) or his/her Designee, personnel must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than

one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, Beaufort County may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, ARP Team Members: County Manager and Finance Director and/or Designee for the specific project must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to ARP Team Members for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, ARP Team Members must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the ARP Team Members will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

- Once a proposed project budget is pre-approved by ARP Team Members, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the two designated ARP Team Members must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the two designated ARP Team Members will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The two designated ARP Team Members must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the two designated ARP Team Members must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the two designated ARP Team Members will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The two designated ARP Team Members may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Beaufort County's governing board must approve any allocation of other funds for this purpose.
- The two designated ARP Team Members must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and	2 CFR § 200.435	Allowable with restrictions

patent infringements		
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for

		allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowable expenditures and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

ADOPTED, this the 5th day of September 2023 by the Beaufort County Board of Commissioners.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

Katie Mosher
Clerk to the Board



BEAUFORT COUNTY ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS Beaufort County, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

BE IT RESOLVED that Beaufort County hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how Beaufort County will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government proceeded under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#).) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026, will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires Beaufort County to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Beaufort County and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Beaufort County employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following: See THE ELIGIBILITY DETERMINATION WORKSHEET ATTACHED AS Exhibit 1.
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in the Appendix to the [US Treasury Compliance and Reporting Guidance.](#))
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with Beaufort County's Allowable Cost Policy.

- e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Finance Director or her designee for approval. All requests will be reviewed by the Finance Director for ARP/CSLFRF compliance and by The ARP Team for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final authorized approval by the Board of Commissioners, and/or the County Manager and/or designee. The Board of Commissioner approval is required for all ARP budget amendments.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Board of Commissioners and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Finance Director and/or her designee immediately.
6. The Finance Director and/or her designee must collect and document required information for each expenditure, for purposes of completing the required Project and Expenditure reports.
7. The Finance Director and/or her designee must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

ADOPTED, this the 5th day of September 2023 by the Beaufort County Board of Commissioners.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

Katie Mosher
Clerk to the Board



Beaufort County Nondiscrimination Policy

WHEREAS, Beaufort County has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, Beaufort County agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. 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;
- iii. 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;
- iv. 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; and
- v. 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, That the governing board of Beaufort County hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of Beaufort County to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by Beaufort County, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which Beaufort County received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), Beaufort County shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. 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;
- iii. 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;
- iv. 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 within programs or activities receiving federal financial assistance; and
- v. 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, Beaufort County shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. Beaufort County shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from

these actions. Beaufort County shall comply with information requests, on-site compliance reviews, and reporting requirements.

2. Beaufort County shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. Beaufort County shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by Beaufort County in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence: Beaufort County Manager, Brian Alligood at 252-946-0079 or brian.alligood@beaufortcountync.gov

ADOPTED, this the 5th day of September 2023 by the Beaufort County Board of Commissioners.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

Katie Mosher
Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Brian M. Alligood, County Manager

Agenda Title: Aurora Clinic Property Update

Summary of Information: At the regular meeting on August 7, 2023, the Board of Commissioners approved an amendment to the hospital master lease agreement to revert the Aurora clinic building and property back to the County.

The County Manager will provide an update on the progress of this project.

Submitter Recommendations/Motions: County Manager will provide an update on the progress of this project.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Commissioner John Rebholz

Agenda Title: Jail Committee Update

Summary of Information: Commissioner Rebholz will give an update from the Jail Committee.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Decision

Presenter: Commissioner Richardson

Agenda Title: Register of Deeds Report

Summary of Information: Commissioner Richardson is requesting the Register of Deeds give a report on the future of filing documents, electronic or hard copy, and the need for increased area or building space.

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Commissioner Meeting Video Presentation Discussion

Summary of Information: Commissioner Richardson would like to have a discussion regarding the presentation of videoed Commissioner meetings to the public, quality, mediums and schedules.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Jail Footprint Status Discussion

Summary of Information: Commissioner Richardson would like to hold a discussion on the status of the jail footprint.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Request for Update on Cable TV Services

Summary of Information: Commissioner Richardson is requesting an update on the progress of cable TV service in the County and Optimum Cable Provider.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Deatherage

Agenda Title: Institutional Corruption

Summary of Information: Commissioner Deatherage is requesting a discussion on institutional corruption.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/5/2023

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher,

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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