

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

A) Call to Order – Chairman Waters		5:30 PM
B) Pledge of Allegiance		
C) Conflict of Interest Disclosure Statement	3	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Items for Presentation		
1. Service Awards Presentation – Deloris Creasman, Human 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. Surplus, Health Dept – JaNell Octigan, Health Director	7	
2. Covid-19 Vaccine Purchase – JaNell Octigan, Health Director	8	
3. Health Department Fee Revision – JaNell Octigan, Health Director	12	
4. Board of Health Appointments – JaNell Octigan, Health Director	13	
5. Budget Amendment, Health Dept – JaNell Octigan, Health Director	14	
6. Budget Amendment, Health Dept – JaNell Octigan, Health Director	16	
7. Budget Amendment, DSS – Kelly Smith, Social Services	18	
8. Budget Amendment, DSS – Kelly Smith, Social Services	24	
9. NCEM Training Grant & Exercise Grant – Chris Newkirk, Emergency Services Director	31	
10. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	33	
11. PO Carry Forward from FY 22-23 – Anita Radcliffe, Chief Finance Officer	36	
12. Southern Albemarle Delegates List – Brian Alligood, County Manager	40	
13. Reappointment to Jury Commission – Katie Mosher, Clerk to the Board	43	
14. Approval of Board Minutes – Katie Mosher, Clerk to the Board	44	
I) Public Hearing and Item for Decision – Joshua Hollis, Planner		
1. Public Hearing and Decision for Road Name – Joshua Hollis, Planner	197	6:00 PM
J) Item for Decision – Soil and Water		
1. Purchase Order Approval, Stream Debris Removal - Nathaniel Woolard, District Resource Conservation Tech	200	6:05 PM
K) Item for Decision – Economic Development		
1. NC Commerce Building Reuse Grant, Elite Trucks – Brad Hufford, Economic Development Director	203	6:10 PM
L) Item for Decision – Emergency Services		
1. Building Resilient Infrastructure in Communities (BRIC) Grant – Chris Newkirk, Emergency Services Director	237	6:20 PM
M) Item for Decision – Solid Waste		
1. Solid Waste Ordinance – Christina Smith, Public Works Director	239	6:25 PM
N) Item for Decision – Finance Office		

1.	Increase Purchase Order Threshold from \$500 to \$2,500 – Anita Radcliffe, Finance Officer	257	6:35 PM
2.	Additional School Capital Payment for FY 22/23 Restricted Sales Tax Anita Radcliffe, Finance Officer	259	6:45 PM
BREAK			6:55 PM
O) Item for Decision – Manager’s Office			
1.	Schooner Point Homeowners’ Association Request for Addressing Ordinance Exemption Brian Alligood, County Manager	261	7:10 PM
2.	State and Local Cybersecurity Grant Program – Brian Alligood, County Manager	275	7:20 PM
K) Items for Discussion and Decision – Commissioners			
1.	Register of Deeds Report – Commissioner Hood Richardson	317	7:25 PM
2.	Update on Cable TV – Commissioner Hood Richardson	318	7:30 PM
3.	Commissioner Meeting Video Presentation Discussion – Commissioner Hood Richardson	319	7:35 PM
4.	Resolution Opposing Liquor Sales on Sunday – Commissioner Hood Richardson	320	7:40 PM
5.	Resolution, Defense of These United States Sovereign Borders – Commissioner Stan Deatherage	321	7:45 PM
P) Closed Session, Atty/Client Privilege and Personnel – David Francisco			324 7:50 PM
Q) Commissioner Comments			325 8:00 PM



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

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: 10/2/2023

Agenda Section: Item for Presentaion
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.

Meredith Mobley	Health	5 years
Wyn Kinion	Tax Collectors Office	10 years
Kelly Smith	DSS	10 years
Greg Vanessendelft	Sheriff's Office	10 years
Scott Cullom	DSS	25 years

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

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.



Beaufort County Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Health Director

Agenda Title: Surplus, Health Department

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

1. Printer	HP LaserJet P2055dn	SN: CNB9011551
2. Projector	Infocus IN116X	SN: BVNB61300158
3. Polycom VSX600		SN: 0529D6
4. Projector Screen		(no SN)
5. Laptop	HP Probook 650 G4	SN: 5CG9114363 (WS 1128)
6. Qty 5 Computer Keyboard and Mouse Sets		
7. Qty 2 External Computer Speakers		

Submitter Recommendations/Motions: Staff recommends approving the surplus presented.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Health Director

Agenda Title: Covid-19 Vaccine Purchase

Summary of Information: Request to approve the purchase of the Spikevax COVID-19 vaccine from Moderna. Moderna is the sole source vendor of Spikevax. The total purchase requisition request is \$70,000 for 500 doses (\$140/dose).

The CDC's Bridge COVID-19 Program will provide vaccine at no cost for uninsured and underinsured individuals. This purchase request is for insured individuals in our community and insurance will be billed for reimbursement.

Submitter Recommendations/Motions: Staff recommends the purchase request be approved.

Attachments:

1. Sole Source Justification

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

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

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

Requestor: Sara Graham	Date: 09/22/23
Requestor:	Department: Public Health
Title: Business Officer I	
Phone Number: 252-940-6537	Requisition:
Product: Moderna COVID-19 Vaccine (Spikevax)	Amount: \$70,000

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

1. Recommended Sole Source Vendor:
Company Name: Moderna Direct
Contact Name: _____
Address: 200 Technology Square
City, State, Zip: Cambridge, MA 02139
Telephone: 617-714-6500

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

SOLE SOURCE RATIONALE

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

☒ The required items are proprietary to the Contractor.

☐ A specific item is needed:

- ☐ to be compiled or interchangeable with existing hardware.
- ☐ as spare or replacement hardware
- ☐ for the repair or modification of existing hardware
- ☐ for technical evaluation or test

_____ Other (provide information below)

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

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

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

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

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

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

1. Provide detailed information about why you need to acquire these goods: To provide COVID-19 vaccine to the community. COVID-19 vaccine is no longer provided at no cost to local health departments with the exception of vaccine for uninsured/underinsured individuals. This purchase request is for vaccine for individuals with insurance and their insurance will be billed.
2. Has your department bought these goods in the past? _____ Yes ☒ No - Previously supplied at no cost
 - a. Who was the contractor/supplier? _____
 - b. Was the requirement competitively bid or declared a sole source? _____
 - c. What was the last date and price paid for goods? _____
3. Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications. SPIKEVAX (COVID-19 Vaccine, mRNA) is a vaccine indicated for active immunization to prevent coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) in individuals 12 years of age and older and is only manufactured by Moderna.
4. Were alternative goods evaluated? ☒ Yes _____ No
 - 4a. If yes, what were they and why were the unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility. The Pfizer COVID-19 vaccine was evaluated; however, it comes as a multidose vial. The Moderna vaccine is a single dose vial which is less waste, more efficient, and we have had more requests for the Moderna brand vaccine.

4b. If no, why were alternatives not evaluated?

5. What efforts were made to get the best price possible? Contract pricing should be available to local health departments.

6. Will this purchase obligate the County to this vendor for future purchases? ☐ Yes ☒ No

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

7. Why is the price for this purchase considered to be fair and reasonable? Consistent with pricing for COVID-19 vaccine on the market.

8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required? COVID-19 vaccine must be ordered in a timely manner to begin vaccinating the public before COVID-19 cases begin to rise.

TERM

☒ One Time Purchase (For FY24, however, depending on public demand, additional vaccine may need to be ordered)

☐ Ongoing Purchase

Procurement begin Date: ASAP Procurement end date: _____

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

Sara Graham
Requestor/Responsible Person

Date: 09.22.23

Janet Octigan
Janet Octigan (Sep 22, 2023 12:54 EDT)
Department Head

Date: Sep 22, 2023

Hollie Jones
Hollie Jones (Sep 22, 2023 13:14 EDT)
Purchasing Officer

Date: Sep 22, 2023



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Health Director

Agenda Title: Health Department Fee Revision

Summary of Information: Request to approve the following fee revisions. Please note, the COVID-19 Vaccine fees are for purchasing vaccines for individuals covered by insurance plans. Uninsured and underinsured individuals will be provided no-cost vaccine from the CDC's Bridge COVID-19 Vaccine Program.

CPT Code	Description	Current Fee	Proposed Fee
90662	Influenza High Dose	\$43.00	\$64.00
91321	COVID-19 Vaccine	\$0	\$140.00
91322	COVID-19 Vaccine	\$0	\$140.00
90480	COVID-19 Vaccine Administration	\$30.00	\$40.00

Submitter Recommendations/Motions: Staff recommends approving the fee revision as presented.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Health Director

Agenda Title: Board of Health Appointments

Summary of Information: On behalf of the Board of Health the Beaufort County Health Department is recommending the following individuals for appointment to the Board of Health.

- Rachel Sullivan, General Public
- Kirk Harris, Optometrist
- Christina Barndt, Veterinarian

If approved, their terms would begin October 1, 2023, and expire September 30, 2026.

Submitter Recommendations/Motions: Staff recommends approving the above people for appointment to the Board of Health.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/02/23

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:

- \$141,239 COVID-19 Vaccination Program State Funding

This amendment includes funding for the following FY23 purchase orders to be carried over:

- PO 20230636 Motorola Solutions
- PO 20230746 Advanced Electrical Service
- PO 20230747 Mega Sign Inc

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

Attachments:

1. Health FY24 Budget Amendment

Beaufort County Finance

Budget Amendment Request

Department: HEALTH

Date of Request: 10/02/23

FY Budget: 2024

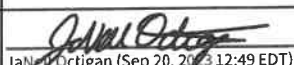
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445197	Revenue: COVID-19 State Funding	\$141,239	
105120-540003	COVID-19 Equipment	\$70,903	
105120-526125	COVID-19 Vaccination Supplies	\$24,535	
105120-535100	Maintenance/Repair Buildings	\$45,801	

Department Justification: Funding from COVID-19 Vaccination Program Funding AA 716

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	 Janell Octigan (Sep 20, 2023 12:49 EDT)	Sep 20, 2023
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Health Director

Agenda Title: Budget Amendment, Health

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

- \$70,000 COVID-19 Vaccine

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

Attachments:

1. Budget Amendment - Covid Vaccine

Beaufort County Finance

Budget Amendment Request

Department: HEALTH

Date of Request: 10/02/23

FY Budget: 2024

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100400-455050	Revenue: COVID-19 Insurance	\$63,000	
100221-451615	Revenue: COVID-19 Medicaid	\$7,000	
105120-526130	COVID-19 Vaccine Medical	\$70,000	

Department Justification: Revenue & Expenditure for COVID-19 Vaccine Purchase

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	 John Octigan (Sep 22, 2023 12:55 EDT)	Sep 22, 2023
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: Budget Amendment - Energy Supplements

Summary of Information: On August 11th, DHHS informed counties that supplements would be paid to recipients who received energy assistance payments during FY22-23. The attached funding authorization shows the amount for Beaufort County. There are no county dollars associated with this increase.

Submitter Recommendations/Motions: Staff recommends approval of the budget amendment.

Attachments:

1. Signed Budget Amendment
2. DHHS Email
3. Funding Authorization

Budget Amendment Request

Date of Request: October 2, 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105480.562004	Energy Assistance – LIEAP (Exp.)	\$79,992	
100222.493568	Energy Assistance (Rev.)	\$79,992	

State Position No. _____

19

Kelly Smith

From: dsstterminalmessage-bounces@lists.ncmail.net on behalf of dsstterminalmessage@lists.ncmail.net
Sent: Friday, August 11, 2023 1:04 PM
To: DHHS.dsstterminalmessage
Subject: Re: [dsstterminalmessage] CIP/LIEAP Funding Allocation for Supplements
Attachments: 2023-116a1.pdf; 2023-116a2.pdf

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.

PLEASE DO NOT REPLY TO THIS MESSAGE

TO: County Directors of Social Services
Energy Programs Managers and Supervisors

FROM: Allison W. Smith, Deputy Director, Economic and Family Services

RE: CIP/LIEAP Funding Allocation for Supplements
(Listserv Message #2023-116)

The purpose of this listserv is to inform counties that the CIP/LIEAP Supplemental funds have been keyed in the NC FAST system. **This is for informational purposes only, no actions required at this time.**

The Funding Authorizations are also attached for your convenience.

If you have any questions, please submit to DSS.Policy.Questions@dhhs.nc.gov and the CQI Specialist team will respond within a timely manner.

AWS/js

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.



**NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES**
Division of Social Services

FUNDING AUTHORIZATION

FUNDING SOURCE: **Low-Income Home Energy Assistance Program**
EFFECTIVE DATE: **July 1, 2023**
AUTHORIZATION #: **1**
One-Time Supplement

ALLOCATION PERIOD

Service Period: **6/1/2023** to **5/31/2024**
Payment Period: **7/1/2023** to **6/30/2024**

Co. No.	COUNTY	UEI	Initial (or Previous) Allocation			Additional Allocation			Grand Total Allocation		
			Funding Authorization								
			Federal	State	Total	Federal	State	Total	Federal	State	Total
01	ALAMANCE	F5VHYU13NC5	32,176	-	32,176	-	-	-	32,176	-	32,176
02	ALEXANDER	XVEEJSNY7UX9	30,388	-	30,388	-	-	-	30,388	-	30,388
03	ALLEGHANY	GTC2BCN7SKK3	44,018	-	44,018	-	-	-	44,018	-	44,018
04	ANSON	PK8UYTSNJCC3	120,211	-	120,211	-	-	-	120,211	-	120,211
05	ASHE	P8Z9TLZMHUS9	33,070	-	33,070	-	-	-	33,070	-	33,070
06	AVERY	UZ19JT8JLX3	46,253	-	46,253	-	-	-	46,253	-	46,253
07	BEAUFORT	Q14JUM5NZQ43	79,992	-	79,992	-	-	-	79,992	-	79,992
08	BERTIE	FSW9MGNZAK39	139,650	-	139,650	-	-	-	139,650	-	139,650
09	BLADEN	TLCTJWDJH1H9	13,407	-	13,407	-	-	-	13,407	-	13,407
10	BRUNSWICK	MJ8MXLN9NJTS	5,810	-	5,810	-	-	-	5,810	-	5,810
11	BUNCOMBE	W5TCDKMLHE69	139,204	-	139,204	-	-	-	139,204	-	139,204
12	BURKE	KVJHUFURQDM5	214,726	-	214,726	-	-	-	214,726	-	214,726
13	CABARRUS	PF3KTELMHV6	8,938	-	8,938	-	-	-	8,938	-	8,938
14	CALDWELL	HL4FGNNGE97	118,535	-	118,535	-	-	-	118,535	-	118,535
15	CAMDEN	FV77YDQSCAA5	7,821	-	7,821	-	-	-	7,821	-	7,821
16	CARTERET	UC6WJ2MQMUS8	79,322	-	79,322	-	-	-	79,322	-	79,322
17	CASWELL	CL7NKTNQG75	34,187	-	34,187	-	-	-	34,187	-	34,187
18	CATAWBA	GYUNA9W1NFM1	95,521	-	95,521	-	-	-	95,521	-	95,521
19	CHATHAM	KE57QE2GV5F1	42,789	-	42,789	-	-	-	42,789	-	42,789
20	CHEROKEE	DCEGK6HA11M5	61,558	-	61,558	-	-	-	61,558	-	61,558
21	CHOWAN	YJ7KT3E58F5	35,751	-	35,751	-	-	-	35,751	-	35,751
22	CLAY	HYKLQVNWVXK7	23,909	-	23,909	-	-	-	23,909	-	23,909
23	CLEVELAND	MXEZRW9DKR86	62,675	-	62,675	-	-	-	62,675	-	62,675
24	COLUMBUS	V1UAJ4L87WQ7	53,850	-	53,850	-	-	-	53,850	-	53,850
25	CRAVEN	LT22U8LZQ214	323,988	-	323,988	-	-	-	323,988	-	323,988
26	CUMBERLAND	TH2WJPJRMGV3	11,619	-	11,619	-	-	-	11,619	-	11,619
27	CURRITUCK	VDL5DNFQX374	7,151	-	7,151	-	-	-	7,151	-	7,151
28	DARE	ELV6JGB11QK6	8,938	-	8,938	-	-	-	8,938	-	8,938
29	DAVIDSON	C9P5MDJC7KY7	37,315	-	37,315	-	-	-	37,315	-	37,315
30	DAVIE	GSJ6K8J2PO57	8,268	-	8,268	-	-	-	8,268	-	8,268
31	DUPLIN	K2N4GKS262K3	31,282	-	31,282	-	-	-	31,282	-	31,282
32	DURHAM	LJ5BA6U2HLM7	6,257	-	6,257	-	-	-	6,257	-	6,257
33	EDGECOMBE	DY85XVFN8H3	19,887	-	19,887	-	-	-	19,887	-	19,887
34	FORSYTH	ZTVELM361423	78,875	-	78,875	-	-	-	78,875	-	78,875
35	FRANKLIN	FFKTRQCNN143	23,685	-	23,685	-	-	-	23,685	-	23,685
36	GASTON	QKY9R8A8D5J6	363,873	-	363,873	-	-	-	363,873	-	363,873
37	GATES	F4L4FXEB3BK3	38,879	-	38,879	-	-	-	38,879	-	38,879
38	GRAHAM	W3JTG1KP5D7	28,824	-	28,824	-	-	-	28,824	-	28,824
39	GRANVILLE	DAZ3PRU8U4J5	38,656	-	38,656	-	-	-	38,656	-	38,656
40	GREENE	VCUSLD71N9U3	16,312	-	16,312	-	-	-	16,312	-	16,312
41	GUILFORD	YBEQWGFJPMJ3	681,716	-	681,716	-	-	-	681,716	-	681,716
42	HAUFAX	MRL8MYNJ3Y5	157,973	-	157,973	-	-	-	157,973	-	157,973
43	HARNETT	JBDCD9V41BX7	40,331	-	40,331	-	-	-	40,331	-	40,331
44	HAYWOOD	DQHZEAV95G5	117,306	-	117,306	-	-	-	117,306	-	117,306
45	HENDERSON	EXFKKBHH7EG7	23,462	-	23,462	-	-	-	23,462	-	23,462
46	HERTFORD	YJEUENJ78QK7	59,436	-	59,436	-	-	-	59,436	-	59,436
47	HOKE	C1GWSADARK51	47,593	-	47,593	-	-	-	47,593	-	47,593

FUNDING AUTHORIZATION

FUNDING SOURCE: Low-Income Home Energy Assistance Program
 EFFECTIVE DATE: July 1, 2023
 AUTHORIZATION #: 1
 One-Time Supplement

ALLOCATION PERIOD

Service Period: 6/1/2023 to 5/31/2024
 Payment Period: 7/1/2023 to 6/30/2024

			Initial (or Previous) Allocation			Additional Allocation			Grand Total Allocation		
	COUNTY		Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	ENMJWY3H3CJ9	2,905.00	-	2,905	-	-	-	2,905	-	2,905
49	IREDELL	XTNRLKJLA4S9	35,751	-	35,751	-	-	-	35,751	-	35,751
50	JACKSON	X7YWWY6ZP574	68,373	-	68,373	-	-	-	68,373	-	68,373
51	JOHNSTON	SYGAGEFDHYR7	288,908	-	288,908	-	-	-	288,908	-	288,908
52	JONES	HE3NNNUE27M7	6,033	-	6,033	-	-	-	6,033	-	6,033
53	LEE	F6A8UC99JWJ5	18,993	-	18,993	-	-	-	18,993	-	18,993
54	LENOIR	QKUF137VPGH6	13,854	-	13,854	-	-	-	13,854	-	13,854
55	LINCOLN	UGGQG5SK8GJ5	96,303	-	96,303	-	-	-	96,303	-	96,303
56	MACON	LLPJBC6N2LL3	59,882	-	59,882	-	-	-	59,882	-	59,882
57	MADISON	YQ96F8JYTJ9	63,011	-	63,011	-	-	-	63,011	-	63,011
58	MARTIN	HA4QLH34LNS3	43,795	-	43,795	-	-	-	43,795	-	43,795
59	MCDOWELL	TT3NTH2NDJ73	1,788	-	1,788	-	-	-	1,788	-	1,788
60	MECKLENBURG	EZ15XL68MM68	30,564	-	30,564	-	-	-	30,564	-	30,564
61	MITCHELL	YL69DGLK4CH3	69,043	-	69,043	-	-	-	69,043	-	69,043
62	MONTGOMERY	E7BZAJM3BFL3	42,231	-	42,231	-	-	-	42,231	-	42,231
63	MOORE	HFNSK95F5Z8	22,121	-	22,121	-	-	-	22,121	-	22,121
64	NASH	NF58K566HQM7	34,857	-	34,857	-	-	-	34,857	-	34,857
65	NEW HANOVER	F7TLT2GMEJE1	1,788	-	1,788	-	-	-	1,788	-	1,788
66	NORTHAMPTON	CRA2KCAL8BA4	30,165	-	30,165	-	-	-	30,165	-	30,165
67	ONslow	LTXVW6QF6297	7,151	-	7,151	-	-	-	7,151	-	7,151
68	ORANGE	GFFMCW9XDA53	10,279	-	10,279	-	-	-	10,279	-	10,279
69	PAMLICO	FTS9QFEAU344	7,597	-	7,597	-	-	-	7,597	-	7,597
70	PASQUOTANK	NRDUHMG17ZW4	48,599	-	48,599	-	-	-	48,599	-	48,599
71	PENDER	T11BE678U9P5	4,022	-	4,022	-	-	-	4,022	-	4,022
72	PERQUIMANS	MBXQSJ2NMCK9	67,926	-	67,926	-	-	-	67,926	-	67,926
73	PERSON	FQ8LFJGMAJB4	29,048	-	29,048	-	-	-	29,048	-	29,048
74	PITT	VZNPMLCFT5R6	214,056	-	214,056	-	-	-	214,056	-	214,056
75	POLK	QZ68ZPGLX4Y9	15,418	-	15,418	-	-	-	15,418	-	15,418
76	RANDOLPH	T3BUM1CVS9N5	70,161	-	70,161	-	-	-	70,161	-	70,161
77	RICHMOND	Q63FZNTJM3M4	94,180	-	94,180	-	-	-	94,180	-	94,180
78	ROBESON	LKBEJQFLAAK5	39,773	-	39,773	-	-	-	39,773	-	39,773
79	ROCKINGHAM	KGCCCHJZZ43	58,542	-	58,542	-	-	-	58,542	-	58,542
80	ROWAN	GCB7UCV96NW6	18,993	-	18,993	-	-	-	18,993	-	18,993
81	RUTHERFORD	GTATPCDJVYN8	149,035	-	149,035	-	-	-	149,035	-	149,035
82	SAMPSON	RS3KYMYTKJL3	16,088	-	16,088	-	-	-	16,088	-	16,088
83	SCOTLAND	FNVTUCQGCHM5	21,451	-	21,451	-	-	-	21,451	-	21,451
84	STANLY	U86MZUYPL7C5	259,414	-	259,414	-	-	-	259,414	-	259,414
85	STOKES	W41TRA3NUNS1	36,309	-	36,309	-	-	-	36,309	-	36,309
86	SURRY	FMWCTM24C9J8	104,347	-	104,347	-	-	-	104,347	-	104,347
87	SWAIN	E29GLEXDHB49	22,344	-	22,344	-	-	-	22,344	-	22,344
88	TRANSYLVANIA	W51VGHGM8945	14,524	-	14,524	-	-	-	14,524	-	14,524
89	TYRRELL	JLNEVJ2625L8	5,586	-	5,586	-	-	-	5,586	-	5,586
90	UNION	LHMKBD4AGRJ5	249,136	-	249,136	-	-	-	249,136	-	249,136
91	VANCE	EBWNMFHTNV41	111,944	-	111,944	-	-	-	111,944	-	111,944
92	WAKE	FTJ2WJPLWMJ3	32,064	-	32,064	-	-	-	32,064	-	32,064
93	WARREN	WLTATC4IJLJ54	18,993	-	18,993	-	-	-	18,993	-	18,993
94	WASHINGTON	QWRZCQFTEE4	14,971	-	14,971	-	-	-	14,971	-	14,971
95	WATAUGA	X7B4LX1QQMX6	57,871	-	57,871	-	-	-	57,871	-	57,871
96	WAYNE	DACFHCLQKMS1	27,707	-	27,707	-	-	-	27,707	-	27,707
97	WILKES	M14KKHY2NNR3	74,853	-	74,853	-	-	-	74,853	-	74,853
98	WILSON	ME2DJHMYWG55	39,996	-	39,996	-	-	-	39,996	-	39,996
99	YADKIN	PLCDT7JFA8B1	16,870	-	16,870	-	-	-	16,870	-	16,870
100	YANCEY	L98MCUHKC2J8	42,454	-	42,454	-	-	-	42,454	-	42,454
Total			6,627,454	0	6,627,454	0	0	0	6,627,454	0	6,627,454

FUNDING AUTHORIZATION

FUNDING SOURCE: Low-Income Home Energy Assistance Program
EFFECTIVE DATE: July 1, 2023
AUTHORIZATION #: 1
One-Time Supplement

ALLOCATION PERIOD

Service Period: 6/1/2023 to 5/31/2024
Payment Period: 7/1/2023 to 6/30/2024

Funding Source Low-Income Home Energy Assistance Program
Project Description: The LIHEAP provides assistance to families with home energy costs.
☐ Yes ☒ No
Research & Development:
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance Program
Award Name: Low-Income Home Energy Assistance Program
Award Number: 2301NCLIEE
Award Date: FFY2023
Federal Agency: DHHS/ACF

GRANT INFORMATION:

This represents 100% Federal dollars

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

XS411 Heading: LIHEAP
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

Date: August 9, 2023



Beaufort County Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Kelly Smith, Operations Program Admin

Agenda Title: Budget Amendment - APS Essential Funding

Summary of Information: The Dear County Director Letter dated September 21, 2023, notified DSS that the Division of Aging and Adult Services has allocated additional funding for Adult Protective Services for FY23-24. The funds are intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. These essential service needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, providing heated and ventilated shelter, providing protection from health and safety hazards, and protection from abuse, neglect, and exploitation. Beaufort County's allocated amount is \$12,575.

There are no county dollars included in the increase of these funds.

Submitter Recommendations/Motions: Approval of the budget amendment

Attachments:

1. Signed Budget Amendment
2. Dear County Director Letter
3. Funding Authorization

Budget Amendment Request

Date of Request: October 2, 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.562570	ARPA APS (Exp.)	\$12,575	
100222.493670	ARPA APS (Rev.)	\$12,575	

State Position No. _____

1415



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

September 21, 2023

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND – THIRD ALLOCATION
(SFY 2023-2024 FA1)

REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Action Required

The Division of Aging and Adult Services (DAAS) established the Adult Protective Services (APS) Essential Services Fund during SFY 21-22 to help county departments of social services provide vital services to disabled adults for whom the need for protective services had been substantiated. There is a total of three Funding Authorizations (FA), FA1 of \$1,500,000, FA2 of \$528,699 and SFY 2023-2024 FA1 of \$1,000,000, totaling \$3,028,699. The funding has been used to help in over 1,000 instances with housing, medications, food and other much needed services. It allows vulnerable adults to age in place and helps to eliminate unnecessary institutionalization and promotes opportunities for them to return to community-based settings.

The third non-reoccurring allocation (SFY 2023-2024 FA1) of \$1,000,000 can be used beginning service month June 2023 through service month May 2024 (DSS-1571 payment months July 2023 through June 2024).

As with the two previous allocations, the third allocation is intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and are not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using this funding.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603
MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101
www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

The APS Essential Services Fund Reporting Tool will continue to be a required component to receive reimbursement for this funding. The completion of the tool is similar to the previous allocation and is an attachment to this letter, the information required by the tool includes:

- The county name
- The first and last name of the county staff completing the tool
- The email address of the staff completing the tool
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respite/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

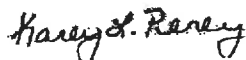
Please continue to complete one tool for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly tool is provided in the attachment, APS Essential Services Fund Reporting Tool SFY 2023-2024 FA1. As with the previous allocation, all tools must be completed by 5:00 p.m. on the first working day of the month for the previous month. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement.

No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

Please see the attached document, APS Essential Services Funding Authorizations SFY 2023-2024, with each county's allocation. Counties should track their monthly reimbursements to ensure you do not expend beyond your allocation. DAAS used the same funding formula for allocations, the number of individuals who received Protective Services in each county in SFY 2022-2023 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

DAAS_AS_12_2023

JMS/KP/smr/pg

Attachments: APS Essential Service Funding Authorizations SFY 2023-2024

APS Essential Services Fund Reporting Tool SFY 2023-2024 FA1



NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

DIVISION OF SOCIAL SERVICES

APS Essential Services

**FUNDING SOURCE: (APC6) American Rescue Plan (ARP) for APS
under SSA Title XX Section 2042(b)**

EFFECTIVE DATE: 07/01/2023

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2023 THRU MAY 2024 SERVICE MONTHS

FROM JULY 2023 THRU JUNE 2024 PAYMENT MONTHS

Co. No.	COUNTY	Unique Entity Identifier	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	F5VHYUU13NC5	41,643.80	41,643.80	0.00	0.00	41,643.80	41,643.80
02	ALEXANDER	XVEEJSNY7UX9	4,639.43	4,639.43	0.00	0.00	4,639.43	4,639.43
03	ALLEGHANY	GTC2BCN7SKK3	6,324.58	6,324.58	0.00	0.00	6,324.58	6,324.58
04	ANSON	PK8UYTSNJCC3	3,288.29	3,288.29	0.00	0.00	3,288.29	3,288.29
05	ASHE	PBZ9TLZMHUS9	3,795.98	3,795.98	0.00	0.00	3,795.98	3,795.98
06	AVERY	UZ19JT8JLX3	675.34	675.34	0.00	0.00	675.34	675.34
07	BEAUFORT	Q14JUM5NZQ43	12,574.92	12,574.92	0.00	0.00	12,574.92	12,574.92
08	BERTIE	FSW9MGNZAK39	8,620.81	8,620.81	0.00	0.00	8,620.81	8,620.81
09	BLADEN	TLCTJWDJH9	2,868.66	2,868.66	0.00	0.00	2,868.66	2,868.66
10	BRUNSWICK	MJBMXLN9NJT5	7,197.75	7,197.75	0.00	0.00	7,197.75	7,197.75
11	BUNCOMBE	W5TCDKMLHE69	43,369.77	43,369.77	0.00	0.00	43,369.77	43,369.77
12	BURKE	KVJHUFURQDM5	9,622.53	9,622.53	0.00	0.00	9,622.53	9,622.53
13	CABARRUS	PF3KTEELMHV6	7,559.74	7,559.74	0.00	0.00	7,559.74	7,559.74
14	CALDWELL	HL4FGNJNGE97	14,421.04	14,421.04	0.00	0.00	14,421.04	14,421.04
15	CAMDEN	FVT7YDQSCAA5	1,679.37	1,679.37	0.00	0.00	1,679.37	1,679.37
16	CARTERET	UC6WJ2MQMJS8	7,453.46	7,453.46	0.00	0.00	7,453.46	7,453.46
17	CASWELL	CL7NKCTNQG75	3,123.70	3,123.70	0.00	0.00	3,123.70	3,123.70
18	CATAWBA	GYUNA9W1NFM1	13,109.26	13,109.26	0.00	0.00	13,109.26	13,109.26
19	CHATHAM	KE57QE2GV5F1	4,229.21	4,229.21	0.00	0.00	4,229.21	4,229.21
20	CHEROKEE	DCEGK6HA11M5	4,046.90	4,046.90	0.00	0.00	4,046.90	4,046.90
21	CHOWAN	YJ7KT3E58F5	1,321.17	1,321.17	0.00	0.00	1,321.17	1,321.17
22	CLAY	HYKLQVNWLXK7	2,742.08	2,742.08	0.00	0.00	2,742.08	2,742.08
23	CLEVELAND	MXEZRW9DKR86	12,549.70	12,549.70	0.00	0.00	12,549.70	12,549.70
24	COLUMBUS	V1UAJ4L87WQ7	1,860.81	1,860.81	0.00	0.00	1,860.81	1,860.81
25	CRAVEN	LTZ2U8LZQ214	17,989.52	17,989.52	0.00	0.00	17,989.52	17,989.52
26	CUMBERLAND	TH2WJPJRMGV3	29,508.06	29,508.06	0.00	0.00	29,508.06	29,508.06
27	CURRITUCK	VDL5DNFQX374	1,597.80	1,597.80	0.00	0.00	1,597.80	1,597.80
28	DARE	ELV6JGB11QK6	2,655.30	2,655.30	0.00	0.00	2,655.30	2,655.30
29	DAVIDSON	C9P5MDJC7KY7	16,505.53	16,505.53	0.00	0.00	16,505.53	16,505.53
30	DAVIE	GSJ6K8J2PD57	5,154.60	5,154.60	0.00	0.00	5,154.60	5,154.60
31	DUPLIN	KZN4GK5262K3	7,554.93	7,554.93	0.00	0.00	7,554.93	7,554.93
32	DURHAM	LJ5BA6U2HLM7	43,446.38	43,446.38	0.00	0.00	43,446.38	43,446.38
33	EDGEcombe	DYB5XFVEN8H3	8,885.84	8,885.84	0.00	0.00	8,885.84	8,885.84
34	FORSYTH	ZTVELM361423	17,813.86	17,813.86	0.00	0.00	17,813.86	17,813.86
35	FRANKLIN	FFKTRQCNN143	6,758.60	6,758.60	0.00	0.00	6,758.60	6,758.60
36	GASTON	QKY9R8A8D5J6	63,063.54	63,063.54	0.00	0.00	63,063.54	63,063.54
37	GATES	F4L4FXEB3BK3	1,843.45	1,843.45	0.00	0.00	1,843.45	1,843.45
38	GRAHAM	W3JTGJ1KP5D7	743.81	743.81	0.00	0.00	743.81	743.81
39	GRANVILLE	DAZ3PRU8U4J5	5,340.83	5,340.83	0.00	0.00	5,340.83	5,340.83
40	GREENE	VCU5LD71N9U3	2,373.92	2,373.92	0.00	0.00	2,373.92	2,373.92
41	GUILFORD	YBEQWGFJPMJ3	25,001.83	25,001.83	0.00	0.00	25,001.83	25,001.83
42	HALIFAX	MRL8MYNJ3Y5	6,936.30	6,936.30	0.00	0.00	6,936.30	6,936.30
43	HARNETT	JBDCD9V41BX7	10,156.25	10,156.25	0.00	0.00	10,156.25	10,156.25
44	HAYWOOD	DQHZEVA95G5	6,464.34	6,464.34	0.00	0.00	6,464.34	6,464.34
45	HENDERSON	EXFKXBHH7EG7	13,252.85	13,252.85	0.00	0.00	13,252.85	13,252.85
46	HERTFORD	YJECUNJ7BQK7	2,559.32	2,559.32	0.00	0.00	2,559.32	2,559.32

47	HOKE	CIGWSADARX51	5,385.95	5,385.95	0.00	0.00	5,385.95	5,385.95

APS Essential Services

AUTHORIZATION NUMBER: 1

	COUNTY	Unique Entity Identifier (UEI)	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
48	HYDE	ENMJWY3H3CJ9	1,370.32	1,370.32	0.00	0.00	1,370.32	1,370.32
49	IREDELL	XTNRLKJLA4S9	6,969.29	6,969.29	0.00	0.00	6,969.29	6,969.29
50	JACKSON	X7YWWY6ZP574	6,502.24	6,502.24	0.00	0.00	6,502.24	6,502.24
51	JOHNSTON	SYGAGEFDHYR7	16,008.08	16,008.08	0.00	0.00	16,008.08	16,008.08
52	JONES	HE3NNNUE27M7	1,238.05	1,238.05	0.00	0.00	1,238.05	1,238.05
53	LEE	F6A8UC99JWJ5	2,199.72	2,199.72	0.00	0.00	2,199.72	2,199.72
54	LENOIR	QKUFL37VPGH6	2,105.83	2,105.83	0.00	0.00	2,105.83	2,105.83
55	LINCOLN	UGGQGSSKBGJ5	8,349.29	8,349.29	0.00	0.00	8,349.29	8,349.29
56	MACON	LLPJBC6N2LL3	2,727.21	2,727.21	0.00	0.00	2,727.21	2,727.21
57	MADISON	YQ96F8BJYTJ9	3,781.71	3,781.71	0.00	0.00	3,781.71	3,781.71
58	MARTIN	HA4QLH34LNS3	4,370.64	4,370.64	0.00	0.00	4,370.64	4,370.64
59	MCDOWELL	TT3NTH2NDJ73	3,895.62	3,895.62	0.00	0.00	3,895.62	3,895.62
60	MECKLENBURG	EZ15XL6BMM68	67,000.56	67,000.56	0.00	0.00	67,000.56	67,000.56
61	MITCHELL	YL69DGLK4CH3	3,863.46	3,863.46	0.00	0.00	3,863.46	3,863.46
62	MONTGOMERY	E78ZAJM3BFL3	3,512.66	3,512.66	0.00	0.00	3,512.66	3,512.66
63	MOORE	HFNSK95FS7Z8	4,890.66	4,890.66	0.00	0.00	4,890.66	4,890.66
64	NASH	NF58K566HQM7	4,095.45	4,095.45	0.00	0.00	4,095.45	4,095.45
65	NEW HANOVER	F7TLT2GMEJE1	27,030.06	27,030.06	0.00	0.00	27,030.06	27,030.06
66	NORTHAMPTON	CRA2KCAL8BA4	2,718.76	2,718.76	0.00	0.00	2,718.76	2,718.76
67	ONslow	LTXVW6QF6297	14,584.19	14,584.19	0.00	0.00	14,584.19	14,584.19
68	ORANGE	GFFMCW9XDA53	10,210.64	10,210.64	0.00	0.00	10,210.64	10,210.64
69	PAMLICO	FT59QFEAU344	1,203.76	1,203.76	0.00	0.00	1,203.76	1,203.76
70	PASQUOTANK	NRDUHMG7ZW4	6,450.40	6,450.40	0.00	0.00	6,450.40	6,450.40
71	PENDER	T11BE678U9P5	6,324.53	6,324.53	0.00	0.00	6,324.53	6,324.53
72	PERQUIMANS	MBXQSJ2NMCK9	2,158.45	2,158.45	0.00	0.00	2,158.45	2,158.45
73	PERSON	FQ8LFJGMABJ4	9,613.37	9,613.37	0.00	0.00	9,613.37	9,613.37
74	PITT	VZNPMLCFT5R6	40,199.94	40,199.94	0.00	0.00	40,199.94	40,199.94
75	POLK	QZ6BZPGLX4Y9	1,774.21	1,774.21	0.00	0.00	1,774.21	1,774.21
76	RANDOLPH	T3BUM1CVS9N5	6,642.74	6,642.74	0.00	0.00	6,642.74	6,642.74
77	RICHMOND	Q63FZNTJM3M4	3,284.26	3,284.26	0.00	0.00	3,284.26	3,284.26
78	ROBESON	LKBEJQFLAAK5	37,321.53	37,321.53	0.00	0.00	37,321.53	37,321.53
79	ROCKINGHAM	KGCCCHJZZ43	16,235.88	16,235.88	0.00	0.00	16,235.88	16,235.88
80	ROWAN	GCB7UCV96NW6	7,194.95	7,194.95	0.00	0.00	7,194.95	7,194.95
81	RUTHERFORD	GTATPCDJVYN8	5,939.55	5,939.55	0.00	0.00	5,939.55	5,939.55
82	SAMPSON	RS3KMYMTKJL3	16,301.73	16,301.73	0.00	0.00	16,301.73	16,301.73
83	SCOTLAND	FNVTCUQGCHM5	3,579.61	3,579.61	0.00	0.00	3,579.61	3,579.61
84	STANLY	U86MZUYPL7C5	5,190.61	5,190.61	0.00	0.00	5,190.61	5,190.61
85	STOKES	W41TRA3NUNS1	2,676.36	2,676.36	0.00	0.00	2,676.36	2,676.36
86	SURRY	FMWCTM24C9J8	9,104.71	9,104.71	0.00	0.00	9,104.71	9,104.71
87	SWAIN	E29GLEXDH849	1,338.25	1,338.25	0.00	0.00	1,338.25	1,338.25
88	TRANSYLVANIA	W51VGHGM8945	3,637.57	3,637.57	0.00	0.00	3,637.57	3,637.57
89	TYRRELL	JLNEVJ2625L8	2,155.62	2,155.62	0.00	0.00	2,155.62	2,155.62
90	UNION	LHMKBD4AGRJ5	7,216.90	7,216.90	0.00	0.00	7,216.90	7,216.90
91	VANCE	EBWNMFHTNV41	1,642.48	1,642.48	0.00	0.00	1,642.48	1,642.48
92	WAKE	FTJ2WJPLWMJ3	33,817.49	33,817.49	0.00	0.00	33,817.49	33,817.49
93	WARREN	WLTATC4JLJ54	3,253.21	3,253.21	0.00	0.00	3,253.21	3,253.21
94	WASHINGTON	QWRZCQJFTEE4	1,903.27	1,903.27	0.00	0.00	1,903.27	1,903.27
95	WATAUGA	X7B4LX1QQMX6	2,975.75	2,975.75	0.00	0.00	2,975.75	2,975.75
96	WAYNE	DACFHCLQKMS1	10,430.64	10,430.64	0.00	0.00	10,430.64	10,430.64
97	WILKES	M14KKHY2NNR3	8,850.44	8,850.44	0.00	0.00	8,850.44	8,850.44
98	WILSON	ME2DJHMYWG55	18,522.94	18,522.94	0.00	0.00	18,522.94	18,522.94
99	YADKIN	PLCDT7JFA8B1	1,491.78	1,491.78	0.00	0.00	1,491.78	1,491.78
100	YANCEY	L98MCUHKC2J8	4,431.53	4,431.53	0.00	0.00	4,431.53	4,431.53
	Total		1,000,000.01	1,000,000.01	0.00	0.00	1,000,000.01	1,000,000.01

APS Essential Services

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: (APC6) American Rescue Plan (ARP) for APS under SSA Title XX Section 2042(b)

Project Description: To develop, implement, and evaluate successful or promising interventions, practices, and programs to prevent elder abuse, neglect, and exploitation, including adult protective services programs.

Research & Development: ☐ Yes ☒ No

CFDA Name: Elder Abuse Prevention Interventions Program

Award Name: (APC6) American Rescue Plan (ARP) for APS under SSA Title XX Section 2042(b)

Award Number: 2101NCAPC6

Award Date: FFY 2021

Federal Agency: DHHS/ACL

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

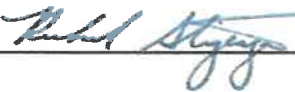
OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE N.C. GENERAL ASSEMBLY.

THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE

DATE:



September 11, 2023



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Chris Newkirk, Emergency Services Director

Agenda Title: NCEM Training Grant & Exercise Grant

Summary of Information: North Carolina Emergency Management (NCEM) has approved a request by Beaufort County's Office of Emergency Services to provide up to \$4,500 in financial support for a Search and Rescue training exercise hosted by Chocowinity's Search and Rescue Team. This training will simulate a search for missing persons in a rural wilderness setting and is scheduled to take place at the Boy Scouts of America's Camp Bonner location in Blounts Creek on the weekend November 10th, 2023. Search and Rescue Teams, from across the state as well as local Law Enforcement, Fire, EMS and Emergency Management agencies are planning to attend.

The requested funds will be used to provide meals for participants as well as any consumable office supplies such as paper, printer ink, etc. needed to facilitate the exercise. As with past NCEM grants, this request utilizes a reimbursement concept that allows the county to pay the food and supplies vendors directly, without having to pass money through other agencies / entities. Invoices are then submitted to the state for full reimbursement.

Submitter Recommendations/Motions: The Office of Emergency Services respectfully requests your approval to accept this grant and proceed with the support of this training opportunity.

Attachments:

Budget Amendment Request

Date of Request: 10/5/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4330-599995	Grant Expenses	4,500	
10-0213-433011	NCEM Grant	4,500	

State Position No. _____

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



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

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

Agenda Title: Tax Office Refunds Over \$100

Summary of Information: Attached are the requested refunds from the Tax Assessor and Tax Collector that are over \$100.00.

Submitter Recommendations/Motions: Staff recommends approval of refunds over \$100.00.

Attachments:

1. Assessor Refunds
2. 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	Refund Amount (\$)
929863	LESTER SPENCER	DEBORAH BRATHWAITE 2903 BEACH CHANNEL DR FAR ROCKAWAY,NY 11691	Overpayment on Payment of OTHER on Bill # 0000047440-2023-2023-0000-00 of	199.27
930845	DEBORAH H WATERS	17922 NC HIGHWAY 32 N PLYMOUTH,NC 27962	Overpayment on Payment of SYSTEM on Bill # 0000000001-2023-2023-0000-00 of	256.74
931137	SUSAN AIKEN	1315 BRIARDALE LN NE ATLANTA,GA 30306	Overpayment on Payment of OTHER on Bill # 0000032212-2023-2023-0000-00 of	837.66
931191	LYNN WATERS CARWELL	3157 ADAM KEELING ROAD VIRGINIA BEACH,VA 23454	Overpayment on Payment of CHECK on Bill # 0009531405-2023-2023-0000-00 of	193.25
931203	PENNY COWARD	70 WARF DR WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000016896-2022-2022-0000-00 of	333.74
931559	RIO DEL MAR HOUSING LLC	2021 CROSS BEAM DRIVE 124 GOA ACCOUNT CHARLOTTE,NC 28217	Overpayment on Payment of CHECK on Bill # 0000027116-2023-2023-0000-00 of	200.00
931853	LISA TETTERTON HUBER	1651 BURBAGE RD BATH,NC 27808	Overpayment on Payment of CHECK on Bill # 0009554490-2023-2023-0000-00 of	276.16
931877	VALERIE RAWLS BUCK	5123 MARKET ST EXT WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000025460-2023-2023-0000-00 of	131.50
931906	DEAN LUCAS	343 MIXON CREEK DRIVE BATH,NC 27808	Overpayment on Payment of CHECK on Bill # 0000025864-2023-2023-0000-00 of	1,699.84
Total				

2023 LATE FILINGS FOR EXEMPTIONS

9/20/2023

NAME	DATE FILED	APPROVED	ADDRESS	TYPE OF APPLICANT
LINDA QUIDLEY	08/29/2023	YES	2242 NC 99 SOUTH	ELDERLY
PAMELA ONEAL	09/14/2023	YES	439 TOOLEY STREET	ELDERLY
SHEILA DAVIS	09/19/2023	YES	6000 RIVER RD APT 16	ELDERLY
KEESHA WOODEN	09/19/2023	YES	871 MLK DRIVE	DISABLED
DELOIS GASKINS	08/09/2023	YES	18761 HWY 33 E	ELDERLY
WILMA ANTHONY	08/31/2023	YES	244 ROBERSON RD	ELDERLY
MARY DANIELS	09/20/2023	YES	100 OSCAR LANE	ELDERLY
SAMUEL ADAMS	09/20/2023	YES	3211 US 17 N	VETERAN
RUDY JACKSON	09/25/2023	YES	430 WHITLEY RD	ELDERLY



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: PO Carry Forward from FY 22-23

Summary of Information: Attached is a schedule detailing items that the County issued purchase orders for during FY 2022-2023 and is therefore obligated by contract to fulfill. These items were not delivered, or the projects were not completed before June 30, 2023, and must be brought forward to the current fiscal year for project completion and subsequent payment to the vendors.

Submitter Recommendations/Motions: Motion to adopt attached budget amendment to bring forward unspent prior year funds to the current fiscal year for project completion.

Attachments:

PO Detailed Listing
Budget Amendment

Purchase Orders to be Brought Forward to FY 2023/2024

313109 \$12,566.00
0 211,523
313109

General Fund			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 22-23	at 6-30-23	GL Acct	Justification for carry forward of funds
20220771	Tyler Technologies	SAAS and Related Services	\$78,314.00	\$67,785.00	\$10,529.00	104135-538000	2 Software module implementations still in progress at 6-30-23
20230848	The MAPS Group	Classification and Pay Study	\$40,900.00	\$30,675.00	\$10,225.00	104135-519010	Job descriptions completed in September 2023
20231064	Business Communications	New Phone System Coop Ext/Soil & Water	\$21,804.00	\$16,353.00	\$5,451.00	104135-551000	Telephone replacement project still in progress at 6-30-23
20231072	EIS Data Systems	New Phone System at Coop Extension	\$2,037.00	\$0.00	\$2,037.00	104135-538000	Telephone replacement project still in progress at 6-30-23
20220956	Wilson Rhodes Electrical	Oakland Bldg Replace Load Center Main Panel	\$2,650.00	\$0.00	\$2,650.00	10-4190-535104	Schedule w/ FY24 Reno
20221038	Eneco East LLC	Oakland 911 HVAC Unit #3	\$11,320.00	\$0.00	\$11,320.00	104190-554002	Schedule w/ FY24 Reno
20230942	Vermillion Ventures	Badging Printer and Software	\$3,245.12	\$449.89	\$2,795.23	104190-554002	Completed Aug. 2023
20231099	Eneco East LLC	Courthouse York Chiller Cleaning	\$4,848.00	\$2,986.84	\$1,861.16	104190-535201	Completed July 2023
20231103	Advanced Covert Technology	DVR and Audio Equipment	\$2,295.00	\$0.00	\$2,295.00	104310-540000	Ordered in June 2023; not received until September 2023
20230865	B & G Electronics	PPV Upfits for Vehicles	\$36,189.85	\$0.00	\$36,189.85	104310-554000	To be delivered FY24
20220519	Select Custom Apparatus	2022 F-550 XLT Ambulance	\$209,331.00	\$0.00	\$209,331.00	10-4390-554000	Delivered in August 2023
20230666	Motorola Solutions	APX4500 Radios	\$12,365.38	\$3,914.88	\$8,450.50	104330-554000	Mfr shipment delay
20230667	Motorola Solutions	XPR5550E Radio for New Ambulance	\$9,099.00	\$6,907.00	\$2,192.00	104390-554000	Mfr shipment delay
20230833	Alliance Consulting Engineers	Wetland Delineation Study USACE Choco Industr	\$12,500.00	\$12,000.00	\$500.00	104920-544000	Project Completed in September 2023
20230819	Software House International	Malwarebytes Endpoint Protection	\$7,282.48	\$0.00	\$7,282.48	105310-538000	Project complete but never received invoice/follow-up with vendor
	EIS Data Systems	Camera Installation & Security at Jail	\$87,802.00	\$0.00	\$87,802.00	10-4320-551000	Project in progress. To be completed fall of 2023.
		General Fund Total	\$541,982.83	\$141,071.61	\$400,911.22		

Water Districts			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 22-23	at 6-30-23	GL Acct	
20230426	James C. Diehl	Repairs to the SCADA panel and replacing radios	\$19,997.38	\$0.00	\$19,997.38	607130-535220	Material Delivery Delay
20230427	James C. Diehl	SCADA Repairs @ Yeatsville BPS	\$29,179.12	\$0.00	\$29,179.12	607130-535215	Material Delivery Delay
20230452	Ferguson Enterprises	MXU Antennas	\$28,917.00	\$25,515.00	\$3,402.00	607130-526200	Material Delivery Delay
20230730	Edmunds Govtech Inc.	Mobile Work Order Program	\$10,700.00	\$0.00	\$10,700.00	607130-538000	Program Development Delay
20231008	BOA Business Card	Chemical Feed Valve	\$4,884.44	\$0.00	\$4,884.44	607130-535120	Material Delivery Delay
20231029	Ferguson Enterprises	Cabo Estates 2" Meter	\$1,950.00	\$0.00	\$1,950.00	607130-526200	Material Delivery Delay
		Water Total	\$95,627.94	\$25,515.00	\$70,112.94		

Solid Waste			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 22-23	at 6-30-23	GL Acct	
20231112	Republic Services of NC	Cherry Run Driveway Repair	\$10,000.00	\$0.00	\$10,000.00	814720-539902	Completed in July, Paid in August
20231115	Garrett & Moore, Inc.	Task Order 2022-2 Design Mod	\$32,674.00	\$0.00	\$32,674.00	814720-519801	SW Mega Site - Multi-year Project
			\$42,674.00	\$0.00	\$42,674.00		

Total PO balances to bring forward (All Funds)

\$513,698.16

Beaufort County Finance

Budget Amendment Request

Department: General Fund

Date of Request: 10-2-23

FY Budget: FY 23-24

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	\$400,911	
10-4135-538000	IT Computer Software/Hardware	12,566	
10-4135-519010	Pay Study	10,225	
10-4135-551000	Capital Outlay- Equipment	5,451	
10-4190-535104	Capital Outlay – Vehicles	2,650	
10-4190-554002	Capital Outlay – Buildings	14,115	
10-4310-540000	Equipment Purchases	2,295	
10-4330-554000	Capital Outlay Vehicles	8,450	
10-4310-554000	Capital Outlay Vehicles	36,190	
60-3713-499100	Fund Balance Appropriated	70,113	
60-7130-535220	Repairs/Maint SCADA	19,998	
60-7130-535215	Repairs/Maint SCADA Yeatesville	29,179	
60-7130-526200	Distribution Supplies	5,352	
60-7130-538000	Computer Software Support	10,700	
60-7130-535120	Repairs/Maint Other	4,884	
81-3990-499100	Fund Balance Appropriated	42,674	
81-4720-539902	Convenience Sites	19,000	
81-4720-519801	Professional Services	32,674	

Department Justification:

To to bring forward unspent funds from prior year to complete projects and pay vendors.

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

County Position No. _____

State Position No. _____

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



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Southern Albemarle Association Delegates List

Summary of Information: The Southern Albemarle Association is submitting its proposed list of delegates to the Board of Commissioners for approval.

Submitter Recommendations/Motions: Approve the attached delegate list for the Southern Albemarle Association.

Attachments:

1. Southern Albemarle Association List of Delegates

Southern Albemarle Association, Inc.

Member Counties: Beaufort, Dare, Hyde, Martin, Tyrrell, Washington

Organized 1935

Mission: To make the six-county area a safe and economically viable place in which to travel, work, and live through promoting better roads, bridges, waterways, and airports.

50 Delegates

Beaufort County Executive Committee

****10 members PLUS any Past Presidents****

1	Mrs.	Dianne	Bowen	PO Box 279	Pantego	NC	27860	
2	Mrs.	Debra	Cayton	2331 Tunstall Swamp Road	Aurora	NC	27806	
3	Mr.	Brian	Alligood	121 West 3rd Street	Washington	NC	27889	
4	Mr.	Greg	Coltrain	2193 NC 99 Highway South	Belhaven	NC	27810	
5	Mr.	Clif	Williams	876 Grace Drive	Aurora	NC	27806	
6	Dr.	Stacey	Gerard	5337 US Highway 264 East	Washington	NC	27889	VICE PRESIDENT
7	Mrs.	Catherine	Glover	PO Box 665	Washington	NC	27889	
8	Ms.	Mildred	Bowman	403 Cemetary Road	Belhaven	NC	27810	
9	Ms.	Darlene	Paul	111 Seed Tick Neck Road	Pinetown	NC	27865	
10	Mr.	Earl	Malpass		Washington	NC	27889	
11	Mr.	Joe	Cahoon	6729 Free Union Church Road	Pinetown	NC	27865	PAST PRESIDENT
12	Mrs.	Betty	Moore	2182 Wheat Patch Road	Belhaven	NC	27810	PAST PRESIDENT
13	Mrs.	Judith	Lannon	741 Cayton Landing Road	Aurora	NC	27806	PAST PRESIDENT

Beaufort County Commissioners

14	Mr.	Ed	Booth	1122 Van Norden Street	Washington	NC	27889	
15	Mr.	Stan	Deatherage	121 West 3rd Street	Washington	NC	27889	
16	Mr.	Jerry	Langley	101 Avenue Road	Washington	NC	27889	
17	Mr.	John	Rebholz	121 West 3rd Street	Washington	NC	27889	
18	Mr.	Hood	Richardson	121 West 3rd Street	Washington	NC	27889	
19	Mr.	Randy	Walker	121 West 3rd Street	Washington	NC	27889	
20	Mr.	Frankie	Waters	482 Pike Road	Pantego	NC	27860	

Beaufort County Mayors

21	Mr.	Ricky	Credle	262 George Street	Belhaven	NC	27810	
22	Mr.	James	Latham	PO Box 39	Bath	NC	27808	
23	Mr.	James	Mobley	PO Box 145	Chocowinity	NC	27817	
24	Mr.	Tom	Richter	323 College Avenue	Washington	NC	27889	
25	Mr.	Donald	Sadler	145 Atkins Drive	Washington	NC	27889	

Delegates At Large

26	Mr.	Billy	Albritton	PO Box 249	Chocowinity	NC	27817	

27	Mr.	Bryant	Buck	1502 North Market Street Suite A	Washington	NC	27889
28	Mrs.	Diana	Cahoon	6729 Free Union Church Road	Pinetown	NC	27865
29	Mr.	Jim	Chrismon	PO Box 40	Pantego	NC	27860
30	Mr.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
31	Mrs.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
32	Sherriff	Scott	Hammonds	210 North Market Street	Washington	NC	27889
33	Mr.	Mark	Finlayson	PO Box 1673	New Bern	NC	28563
34	Mr.	Julian	Goff	PO Box 10	Belhaven	NC	27810
35	Mr.	Mike	Gwynn	105 Perquimans Drive	Chocowinity	NC	27817
36	Mr.	Brad	Hufford	705 Page Road	Washington	NC	27889
37	Mr.	Woody	Jarvis	20 Hideaway Road	Pantego	NC	27860
38	Honorable	Keith	Kidwell	2013 West 15th Street	Washington	NC	27889
39	Dr.	David	Loope	5337 US Highway 264 East	Chocowinity	NC	27817
40	Mr.	Ray	McKeithan	1530 NC Highway 306	Aurora	NC	27806
41	Ms.	Marcy	Morgan	81 NC 99 Highway	Pantego	NC	27860
42	Mr.	Chris	Newkirk	1420 Highland Drive	Washington	NC	27889
43	Mr.	Jeffrey	Robinson	298 North 5th Street	Aurora	NC	27806
44	Mr.	Jonathan	Russell	PO Box 1988	Washington	NC	27889
45	Ms.	Ann	Spivey	100 St. Johns Court	Chocowinity	NC	27817
46	Ms.	Annie	Spruel	730 Grey Road	Chocowinity	NC	27817
47	Mr.	Paul	Spruill	PO Box 40	Pantego	NC	27860
48	Ms.	Betty	Spruill	127 Wellington Drive	Washington	NC	27889
49	Ms.	Paula	Stephenson	108 Gladden Street	Washington	NC	27889
50	Mr.	Chuck	Williams	PO Box 87	Belhaven	NC	27810



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Appointment to the Jury Commission

Summary of Information: Mr. Tim Melton's appointment to the Beaufort County Jury Commission has expired. Mr. Paramore is recommending the reappointment of Mr. Melton for a two (2) year term which would expire June 30, 2025. Mr. Melton has served since June of 2003 and is eligible for reappointment.

Submitter Recommendations/Motions: Staff recommends reappointing Mr. Melton for a two-year term.



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

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 September 5, 2023, Board of Commissioners 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:

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The Beaufort County Board of Commissioner met in regular session Tuesday, September 5, 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 Booth 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 Rebholz seconded. The vote was unanimous.

Service Awards Presentation

Ms. Deloris Creasman said we have a number of employees we'd like to recognize tonight for their service to Beaufort County. She said I'll start with the employees that are here tonight. She said Ms. Susan Waters from the Department of Social Services. She said Ms. Waters has five years. She said next we have Jason Hancock with ten years of service with the Sheriff's Office. She said next we have Ms. Gail Griffin with five years of service with the Sheriff's Office. She said then we have Ms. Lorie Girani with fifteen years at the Sheriff's Office. She said we also have some employees that could not be here tonight, Ms. Kristi McLawhorn who has five years of service now with the Tax Office, Latasha Craford Norman has five years of service with our Health Department and William Mayo has ten years of service of service with our Water Department. She said congratulations to those employees as well.

Public Comments

No one asked to speak.

Legislative Updates

No one asked to speak.

Items for Consent

1. Budget Amendment, Health – JaNell Octigan, Public Health Director
2. Late Application for Tax Relief 2023 – Lloyd Salter, Tax Assessor
3. Surplus Vehicle to Old Ford Volunteer Fire Department – Chris Newkirk, Emergency Services
4. Surplus Vehicles, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
5. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
6. NC Commerce Building Reuse Grant Resolution – Brad Hufford, Economic Development Director
7. Minutes Approval – Katie Mosher, Clerk to the Board

Motion: Vice-Chairman Langley motioned to approve the consent agenda. Commissioner Booth 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 and Decision on Road Name

Commissioner Richardson said before we go into the public hearing I read the newspaper advertisement and it was advertised for a meeting on Monday night, not Tuesday night. He said I'm not sure we can do this tonight.

Mr. Joshua Hollis said it was reposted. He said we were able to catch it last second.

Commissioner Richardson said the last issue of the paper didn't reflect that.

Mr. Hollis said the last issue.

Commissioner Richardson said not the one I saw.

Mr. Hollis said we had it reposted that Sunday, or not Sunday but the Saturday posting and the following Saturday posting which was still more than 10 days but less than the 25 days for the first posting. He said we did make it in there. He said the initial posting was just a typo since it was the usual day we would meet. He said we were able to make it in there with the Saturday posting.

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

Mr. Hollis said we just have one petition to name a private road that was submitted by Eric Stevens. He said the petition was submitted due to a pending application for an address and the parcel that is currently being served is the parcel that needs the address. He said the County's Road Naming and Addressing Ordinance requires the road be named in order for the address to be given. He said the notice for the public hearing was sufficiently advertised, just like we just said, for the Monday being the day of the meeting but it was caught and re-ran and made it in on that Saturday. He said it was still 10 days prior to this meeting date, not including the day of publication. He said the notice was also posted in the courthouse in two separate locations and the applicant was required to submit three proposed road names. He said those submitted

were Knota Road, Saila Way and Over Drive. He said staff determined the applicants first proposed name, Knota Road, does not duplicate any existing road names within Beaufort County and there's no soundalikes. He said we recommend the approval of that road name. He said the application attached, I will note, we were waiting on the separate copies. He said there's three signatures on the copy you have. He said we needed two more, which we did receive. He said we were waiting on that for the last week, which we did receive the signatures that were required, I just wanted to add that. He said again, staff does recommend the approval of the proposed first choice of Knota Road.

Commissioner Richardson said Knota Road is confusing. He said it's going to be confusing to the Sheriff's Office, it's going to be confusing to everybody. He said you start telling me where is this Knota Road, where is that, let's pick something realistic.

Commissioner Deatherage said it reminds me of "Who's on First".

Mr. Hollis said would you all be willing to approve the second choice of Saila Way.

Chairman Waters said the first choice was Knota Road.

Commissioner Booth said was one of the residents on the road who made this choice.

Mr. Hollis said yes. He said the property owners and there's three surrounding property owners and the two property owners where the easement was on are who signed off on the petition.

Commissioner Booth said if I'm a Sheriff and I can find Rattlesnake Road he can sure find Knota Road.

Chairman Waters said you pronounced it "Not-a-Road". He said I'm not sure how you pronounce it.

Mr. Hollis said I did ask the applicant just to make sure that's how it was supposed to be pronounced. He said I figured it was a play on words considering the other two were Saila Way and Over Drive but that was the pronunciation. He said I guess other people may pronounce it differently. He said I'm not familiar with it.

Chairman Waters said all three of these names came from the person who filed the petition right.

Mr. Hollis said correct.

Chairman Waters said what Commissioner Richardson is saying, Knota Road, when it goes into the 911 Center it would require some additional conversation.

Mr. Francisco said we have another error in that notice. He said it says Monday the 5th.

Mr. Hollis said the second publication.

Chairman Waters said the one that's in our book does say that.

Mr. Alligood said I pulled up the latest electronic version of the Washington Daily News and it says Monday, September 5th. He said today is September 5th but today is not Monday so the County Attorney has an opinion on that.

Mr. Francisco said I think we ought to do it again and get it right.

Commissioner Richardson said I agree.

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

Chairman Waters said so you will readvertise it.

Mr. Hollis said would you prefer that new name suggestions be made.

Commissioner Richardson said I don't have a problem with the other two names but I'm not going to name it something that I know is going to confuse me. He said if it confuses me it's going to confuse everybody. He said you will sit there trying to explain well let's see, this is Knota Road, well where's that, I mean come on people.

Chairman Waters said would you do us a favor and contact the person and tell them our concerns.

Commissioner Booth said don't tell them our concerns, tell them their concerns.

Mr. Hollis said we can keep the same application if the other two name suggestions would be applicable for one of the choices. He said if they wanted to come up with new names they would have to apply again. He said if the other two, you did say you didn't have issues with the other two, it's just the first one.

Commissioner Richardson said right.

Mr. Alligood said our goal in doing that is to make sure for public safety purposes that they don't sound alike, that they're not confusing, those kinds of things so from a County perspective our goal is to make it as clear as it can be for public safety purposes.

See Addendum 2

Shared Small Farm Position Status

Mr. Rod Gurganus said two matters for you this evening to consider. He said the first one is the shared small farm position status. He said the status, you guys may remember back in 2021, going into that budget year you provided funding for a shared small farm agent position. He said that position was going to be shared with Martin County and Beaufort County and it was funded by North Carolina A&T State, North Carolina A&T and NC State University. He said this position was going to be funded by NC A&T and for three years now, we're going into our third budget year with this money in place and no movement. He said at NC A&T their HR department is in shambles and it's just been held up. He said long story short we investigated other ways to make this happen and found a solution which, I think we budgeted \$12,000 in the budget for this position. He said we have a workaround through NC State with an agent already in place in Pitt County. He said he's going to expand his territory and become an area specialized agent, that's what we call him. He said this person would work in Pitt, Martin, and Beaufort County. He said it will cost us, instead of \$12,000 it will cost us \$5,900 and some change, just under \$6,000 to fund the position so it saves us some money in the budget. He said in speaking with the County Manager, he said he felt like I needed to come and give you guys an update on that and ask if there's any questions about it. He said this person is still going to cover the same subject matter, it's just funded through a different university and at a lower cost. He said this person would not be based in the county, he'll be working out of Pitt County but he'll be on call, he'll visit farms, he'll come look at pastures and livestock, handle livestock questions for us. He said that was our goal the whole time, which we don't currently have.

Commissioner Booth said if memory serves me well they were going to be over here three days and Martin County two days, you didn't go over that part.

Mr. Gurganus said that is exactly what it was. He said A&T would pay 50% of the salary for that position, Martin would pay 30% and Beaufort would pay 20%. He said yes, they were going to break it out as that person would physically come to the office two days per week.

Commissioner Booth said now they come as needed.

Mr. Gurganus said this is an as needed, as called and honestly that's how this was going to be. He said at the end of the day I don't want someone to come and sit in the office for no reason. He said I'd rather they be out in the field addressing concerns. He said I'd rather they be doing that anyway so it's not going to hurt us in any way. He said I think we're getting more experience in the way we're handling it now as opposed to before.

Commissioner Booth said so we cut the price in half and got no days, just as needed.

Mr. Gurganus said yes.

Chairman Waters said no action is required on that.

Mr. Alligood said I'd feel more comfortable if the Board would give us the authorization to move forward on that and execute that agreement because we have talked about that in the past and it has been out there and you were under a different impression of how it would be handled.

Chairman Waters said so there will be a new agreement between them.

Mr. Gurganus said this is basically we were going to bring an agent in to help.

Chairman Waters said there's no agreement other than this.

Mr. Gurganus said it's just a budgetary change, really. He said I'd like to say one thing, I know you're probably thinking but I've worked hard to get this funded and with A&T, we can't wait forever and we just found another way.

Commissioner Booth said I understand but I also understand I wanted the whole story.

Mr. Gurganus said it will be the same level of service, it's just we're not going to require this person come and actually sit.

Commissioner Booth said I just remember in the back of my mind I remember it was three days.

Mr. Gurganus said you're right, that was the original terms.

Motion: Commissioner Booth motioned to approve changing the position to be shared with Pitt and Martin County. Commissioner Walker seconded. The vote was unanimous.

Updated MOA with NC State

Mr. Gurganus said this document has been in place for years with each county. He said most likely none of you have ever seen it or heard about it. He said it's kind of, for lack of a better term, a background document. He said it's an agreement between the county and the university that maps out how the extension is funded by the university and what share is handled by the County. He said you've all heard me talk about the percentages and how they're broken out with the county and the university decided that since it's been a while since they've looked at the agreement they wanted to go back through and re-write it and update it with modern terminology. He said that is really and truly the difference that you are seeing and if you compare it to the old document it's just cleaning out some old terminology and things of that nature. He said the agreement is the same as what it was before. He said there is one difference in the document that you have before you, not the addendum but the main document. He said it defaults to a lock in. He said we have always been, in my time since being director and before, since this option was given with the last MOA we are a send-in county. He said you guys send in your money to the university and they pay us with one check but you also have the autonomy to give increases or reject increases because you're a send-in county. He said you're not mandated to do whatever the university tells you to do. He said the document you have in front of you defaults to a lock-in, which means when you sign it you're obligated to pay whatever the state mandates, a COLA or whatever. He said you don't want that, we don't want it, as an extension director I think we've been treated much more fairly by the County in terms of raises. He said the county raises are almost always better than the state raises. He said the fact that you let us participate in longevity in the past budget is a key factor. He said we don't want to give that up, you don't want to lose the autonomy you have so the addendum you have that I handed out this afternoon will be an additional document that will be signed, if passed, by the chairman that will opt out of the lock-in provision so it will be just like it always has been, which is what we want. He said I know I threw a lot of crazy talk at you, are there any questions.

Mr. Alligood said the attorney has reviewed it.

Chairman Waters said we have the director of cooperative extension services speak to us at the associations and he brought this up.

Mr. Gurganus said so you've heard about this and that's good. He said each County is tasked with getting this done and so I decided to go ahead and get this done. He said I'm sorry I couldn't have been there with you all.

Chairman Waters said we understand you had a good reason.

Motion: Commissioner Walker motioned to approve the renewed MOA and the addendum. Chairman Waters seconded. The vote was unanimous.

Commissioner Booth said I forgot to ask you this on the first one, who calls the person when he's needed.

Mr. Gurganus said the way that would work, we will get a call in our office regarding a pasture question or a livestock question, something that's a little out of my expertise or someone else, we will probably email or it depends on how he wants to set it up. He said we'll either e-mail the other fellow and let him know about the need, along with a telephone number and let him follow up. He said we might give his cell phone number, if he's open to that, give that to the client and have them call directly, which is usually the best way to do it because we're not passing information through three parties, they can directly contact but it will be seamless. He said he's very knowledgeable and I think we're going to step our game up in terms of how we are handling the livestock questions and pasture questions we get.

See Addendum 3

Vehicle Purchase

Captain Mike Gerard said I'm here tonight to seek approval of a purchase order for nine new Chargers through the state contract.

Commissioner Booth said just for the record these are in the budget.

Capt. Gerard said yes sir.

Commissioner Richardson said what is the additional upfitting cost, are you going to use existing electronics and equipment or are you getting new.

Capt. Gerard said it will be a mixture of both. He said we're going to a rifle mount system that takes a different cage, we won't be able to use the old cages. He said we're also going with a light bar on top.

Motion: Commissioner Booth motioned to approve the purchase order for the nine patrol cars. Commissioner Rebholz seconded. The vote was unanimous.

Commissioner Richardson said I want to thank you for presenting the information the way you presented it because even I can understand it and justify your purchase.

See Addendum 4

Stryker Cardiac Monitor End of Lease Purchase

Mr. Chris Newkirk said we're here before you tonight to discuss the future of our cardiac monitor, specifically the ones we have now. He said if any of you will recall, in 2019 we had included in that fiscal year monies to enter into an agreement to get us our current monitors, which is what you see here and that was a four-year lease. He said that the lease is set to expire this month and that leaves us with three options. He said one, we can trigger a rental agreement, which would allow us to rent these monitors at a cost of about \$4,400 a month, which is just over \$53,000 per year. He said we could enter into a new contract or a new lease agreement to get new monitors. He said a couple of issues there, one is the monitors that they are developing are still in the testing phases of the FDA so they have not completed the FDA required tests and we don't know how long that will take. He said what Stryker is telling us is if we sign a lease agreement today to get new monitors it could be 10 to 14 months before we take possession of them. He said either way we're still going to be using these monitors. He said the third option would be to implement the buy-back option of our lease, which means we can buy the monitors that we currently have at a price of just over \$31,000. He said these monitors have been cared for through a service plan over the last four years by Stryker so we know their condition. He said it's monitors we are used to using and are accustomed to having them on our trucks. He said we would recommend entering into the purchasing of these current monitors. He said that allows us time to evaluate potential competitors for the monitors and see what is to come of those delivery dates and the FDA process. He said that is our recommendation, I'll be happy to answer any questions you have.

Commissioner Richardson said would you still be able to buy a maintenance plan.

Mr. Newkirk said yes sir.

Mr. Jeff Hubbard said they're under a current pro-care until July 26, 2024 and then they will prorate the annual service plan from there.

Commissioner Richardson said what is your service plan costing you right now.

Mr. Hubbard said right now it's not costing us anything. He said we made our final payment on that but it extends.

Commissioner Richardson said what were you paying.

Mr. Hubbard said it was in the lease agreement, it was tied into it, about \$44,000.

Commissioner Richardson said was that the cost of maintenance.

Mr. Hubbard said maintenance, replacement, any problems.

Commissioner Richardson said per year.

Mr. Hubbard said yes sir.

Mr. Newkirk said our service plan was included in our current lease for these monitors for a total price, over that period, of about \$44,000. He said the thing was Stryker messed up and they put the wrong date on our service plan so we're getting an extra year out of it, which is why our service plan is not expiring with the lease so per year we're looking at about \$10,000 or \$11,000 to service all of our monitors for that year. He said that's pretty much all inclusive, that's all of our service testing and any parts and components. He said Mr. Hubbard can attest we actually had a monitor go down a few months ago. He said we had to replace the circuit board inside, which was about the cost of a new monitor so it's paid for itself to have that plan in place. He said to answer your question, we can, if we chose to keep, if for some reason we have to keep these monitors beyond September when our next service plan ends there are options through Stryker where we can continue the service plan for relatively the same price. He said the only problem we will run into is eventually they're going to stop making parts for this so the things they can fix in a timely manner is going to get longer.

Vice-Chairman Langley said how many units do you have.

Mr. Newkirk said we have six for our County operated EMS units.

Vice-Chairman Langley said so the City is separate.

Mr. Newkirk said the City is separate.

Vice-Chairman Langley said each unit, the cost is exactly how much.

Mr. Newkirk said Stryker doesn't negotiate much with buying power. He said if you're buying a large volume they do come off some of the price a little bit but the amount we buy, the six we've seen, it's the same that Chocowinity is going to buy two for or that Washington is going to buy one for.

Vice-Chairman Langley said the price is what, you said \$31,000.

Mr. Newkirk said the price for a Lifepak is, the \$31,000 is to purchase our used monitors. He said the current price for just the Lifepak unit, new, is \$35,129 and then you have to buy all the additional cables. He said fitted like you see it's about \$42,000 per year.

Vice-Chairman Langley said so what you're recommending is a great savings.

Mr. Newkirk said it is a cost savings to keep us with a monitor and not have to navigate all of the delivery date issues and positioning us into something new. He said it gives us time to evaluate either better monitors or possibly look at some type of negotiation in purchasing newer monitors from Lifepak in the future.

Commissioner Rebholz said what is the current lease, the monthly lease, or is it a yearly lease.

Mr. Newkirk said it's an annual, we pay annually over a four-year period. He said for example our current lease, from the time we implemented it to now has totaled.

Ms. Radcliffe said it should be the \$53,030 a year. She said that's for six monitors and is about \$8,800 per year for each monitor. She said that's what I'm coming up with.

Commissioner Booth said will you make sure that the insurance, the warranty is there. He said as long as we've got that insurance.

Mr. Newkirk said yes, and for that, our service plan will at least carry these monitors to the next budget year. He said we will essentially have until now to the next budget process to review and evaluate what we want to do and still have the confidence that our monitors are serviceable and are going to stay in service.

Motion: Commissioner Walker motioned to approve purchasing the used monitors. Commissioner Booth seconded. The vote was unanimous.

Award Contract for Solid Waste Site Improvements

Mr. West Overman said the first item we've got for tonight is to award a contract for the solid waste site improvements that we've been working on and planning out. He said just a little bit of history, we issued the first, well I'll give some history before that. He said the RFP was put together for site improvements for the Cherry Run, Chocowinity, and River Road sites. He said a copy of the RFP was attached for you all to review. He said it includes demolition of some unsafe wooden structures at each site, expansion of some concrete block retaining walls, expansion of some concrete and asphalt surfaces around the sites, installation of handrails, lighting and electrical improvements, general cleanup, and some pothole patching. He said we also requested some bid alternates from the contractors for what it would cost for additional paving at the sites, just to get some prices to work with. He said we initially advertised on July 5th, it was posted on the Beaufort County website, the Department of Administration Historically Underutilized Business Solicitation Opportunity website and directly emailed to four local contactors that we felt would have interest in the project. He said we received one bid out of that process. He said in order to get better pricing we did decide to put this back out to bid on August 3rd. He said the 2nd request was put on the same websites as before and we did directly, we made direct contact with at least 12 contractors. He said mostly local, the Washington/Greenville area, some of those a little outside of that. He said out of that we gained one additional proposal. He said a bid tabulation sheet was attached out of that process and B.E. Singleton was the low bid with a base bid value of \$329,240 and combined with the alternates it was \$367,939.05. He said in order for us to do this project based on current funding, an appropriation from fund balance would be required. He said the existing capital project fund has \$92,521 in it from the previous appropriation and what we have done is we have gone into the RFP and looked at some potential scope reductions in order to get this price more reasonable from what we advertised. He said the spreadsheet that's attached details that. He said you can see what we've done as we've taken the total cost of the contract, including all the alternates, we've taken out the balance remaining in the site improvement capital account and that leaves us remaining \$275,418.05. He said from there we've broken down some different options reducing the scope and some different rounds, what don't we need here, what would be the next cut we would make and what would be the next cut after that. He said the first option was to delete the paving that we requested alternates from. He said we then continued on down and deleted some tasks from each site, such as some grading that was planned for drainage purposes, seeding of different areas, clearing some underbrush, reducing some slabs that we were building. He said the next round went to reducing some of the slabs the containers would actually sit on behind the mounds. He said that's more of an operations thing rather than a citizen facing thing. He said it would help Republic but it wouldn't do anything for the citizens. He said going through those rounds we've been able to come up with what would be a new contract price of \$259,890 and to do that would require a transfer from fund balance of \$167,369. He said our recommendation would be to award the site improvement contract to B.E. Singleton in the amount of \$259,890. He said there is a budget reallocation attached as well detailing all the movement of funds.

Mr. Alligood said to be clear, if you look on page 138 that's the budget amendment. He said this is not a general fund transfer, this is a solid waste fund transfer appropriation.

Commissioner Richardson said these three sites, are we going to have those, are they a part of the mega-site plan, are we going to keep these things.

Mr. Overman said these are the three sites that we own so they would still be a part of things in the future. He said what's offered at those sites is still kind of in limbo but we do own the property and would be used to some extent.

Chairman Waters said do you have the fund balance for solid waste.

Ms. Radcliffe said before the previous year's end it was about \$950,000 and preliminary numbers for additional fund balance after annual operations is another \$140,000 so probably close to about \$1.1 million.

Chairman Waters said Commissioner Richardson had the same question I had, do you feel comfortable with deleting the items you've deleted.

Mr. Overman said yes and we wouldn't delete them if we didn't feel comfortable with that and I believe if we went further, this is my opinion on this, if we went further we would have to reduce several of the offerings at those sites to accomplish what's being done safely.

Chairman Waters said but you're addressing the safety issues, the steel bars that are being put up that's the biggest ticket item that I'm looking at.

Mr. Overman said it is.

Commissioner Rebholz said one of the things I struggled with is we don't know what we're going to make these sites look like in 14 months right.

Mr. Overman said correct.

Commissioner Rebholz said I'm wondering if there's not an advantage to wait.

Mr. Alligood said I don't think there's an advantage to wait. He said the three that they're talking about we currently own and they're going to make some improvements on them and they're still going to be used to some extent. He said so if we don't go ahead and do some safety improvements we open ourselves up to some liability and we're still going on that we are probably still going to use those in some capacity so we need to make them safe as soon as we can make them safe.

Chairman Waters said two of these are our largest sites.

Mr. Overman said top three.

Commissioner Booth said have you all, Singleton won the \$300,000 plus, you reduced it down to \$259,000. He said have you met with them to see if they will do it for \$259,000.

Mr. Overman said we met with them and they said all three options were okay.

Commissioner Booth said there will be no change orders.

Mr. Overman said we will do our best.

Motion: Vice-Chairman Langley motioned to approve awarding the \$259,890 to B.E. Singleton for the collection site improvements. Commissioner Richardson seconded. The vote was unanimous.

Mr. Overman said one additional note to that, I should've mentioned it before, the contract does allow for 100 calendar days after the notice to proceed so I think we had said by the end of the year so hopefully we will meet that deadline.

Chairman Waters said are you going to close these sites.

Mr. Overman said yes. He said we will try to limit that as much as possible and we will also probably be doing what we did for Yatesville where the other sites will stay open seven days, I would imagine.

Commissioner Richardson said do you have liquidating damages on these contracts.

Mr. Overman said we have not actually written up the contracts just yet.

Commissioner Richardson said I think we need rain day credit and we need liquidating damages.

Ms. Smith said the requests for bids did not include liquidating damages.

Commissioner Richardson said you can include it. He said you could sit there for six months while you wait for this to happen.

Ms. Smith said yes sir, you could but typically if you include the liquidated damages, when you're looking at local contractors then the numbers increase quickly because they're going to cover themselves, especially when you're doing site work so weather delays, I agree, you have rain delays but again with this contract we did not include it. She said it's a unit price contract so it involves a contractor using heavy equipment and if the equipment is sitting on our site he's not making money somewhere else.

Commissioner Richardson said all that sounds good but I've been there when you're waiting on somebody who is out frying a fish somewhere else while you're sitting there waiting. He said I think if we do anything in the future we need to have rain day credits of liquidating damages.

Ms. Smith said it depends on the contract. She said I typically make that decision based upon the scope of work and the contractors that will be bidding. She said our roofing contracts, all of those have liquidating damages in them.

Commissioner Richardson said just remember we'll be looking at you if this doesn't work, right here.

Ms. Smith said I'm here on a monthly basis, I understand.

Chairman Waters said what happened at Yatesville, the contractor started getting the calls.

Ms. Smith said that's the benefit of having a local contractor.

Mr. Overman said two things, in Yatesville we did finish ahead of schedule. He said I don't remember the exact timeframe but we were a little ahead of what we thought we would be. He said these three sites will not be closed at the same time, it will be one at a time and hopefully when the site is closed for the day maybe they can go in and do a little bit of work.

See Addendum 5

Solid Waste Ordinance

Mr. Overman said following the August Board meeting we took the comment we received from you all and revised the solid waste ordinance that we presented. He said the final draft was attached for consideration by the Board, along with a fee schedule. He said as we mentioned before, according to SB 300, G.S. 153A-123.b has been revised to read "notwithstanding G.S. 153A-45, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced". He said therefore, if no changes are introduced or made to the attached agenda we plan to place this on the October agenda for approval and as discussed last time, would become effective January 1, 2024. He said also as mentioned, a communication plan, we will be working with the communication director to develop a plan to distribute and communicate the changes to the public, once the changes are finalized, if there are changes tonight and that will help us a lot moving forward with that. He said we plan to use website postings, social media postings, videos, press releases, some signage and there may be other potential methods that he's aware of that can help us out as well. He said our recommendation would be to plan to move forward with the language and the fee schedule documents and plan for final approval during the October meeting.

Mr. Alligood said this would be considered the first reading.

Commissioner Richardson said is there a penalty described in the ordinance for not covering waste while being transported.

Mr. Overman said yes sir. He said we have a section in the ordinance, 52.105 Transportation of Solid Waste. He said you have that in front of you and is on page 12 of the ordinance. He said it says, "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". He said then in the penalty section, section 52.201 and this gets lengthy, 52.201(a)(3)(a2) sites the improper transportation, including uncovered trucks and unsecured loads is a tier II civil penalty which results in a first offense of \$100.00 and each subsequent event after that is \$500.00.

Commissioner Richardson said I guess that could be enforced by a Sheriff. He said if a deputy was driving down the road and saw trash flying all over the road he could stop and issue a citation if he wanted to.

Mr. Overman said it's written in here where whoever is given the authority to do that can do that. He said we've written the Sheriff's Office, the Solid Waste Division, I think the Health Department was put as a potential organization to do

enforcement actions. He said it all depends on the method you all approve for us to do this. He said we talked about a solid waste enforcement officer, whoever is written in there to do this.

Commissioner Richardson said that's not out the window but it's going to be hard for a solid waste enforcement officer to see all of this going on so have you talked with the Sheriff about this.

Mr. Overman said we have, I can't remember, we had some preliminary conversations.

Ms. Smith said we have not discussed the solid waste division portion of that.

Commissioner Richardson said we want to make sure before this thing receives a final adoption that everyone is on board with how this is going to be enforced because I don't think there's anyone better than the Sheriff's Department because they're all over the place as far as trash blowing across the highway. He said I have personally stopped people and told them you need to go back and clean it up. He said it was amazing at the trash that they put out on the road and they'll do it and one part-time person is not going to be effective, it won't have any teeth in it at all. He said we don't want to be too aggressive with it but we want people to know they can get a citation from a deputy if they're driving down the road throwing trash and limbs all over the place. He said there's far too much of that going on. He said second question, does this ordinance provide us with the authority to clean up solid waste on private property and attach a lien.

Mr. Overman said yes sir, we have in there section 52.201.a.2.d in the penalties it says, "all costs associated with the removal of accumulated solid waste on property who's originator cannot be determined", in other words the person who dumped it we cannot tell who that was, there's a couch out there, there's no address on the couch, "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.". He said so that's our provision. He said there's general statute that backs that up, 153a-140.2, a County may notify a chronic violator of the county's public nuisance ordinance that's the violators property is found to be in violation of the county's ordinance, the county shall, without further notice within a calendar year, so there's some notification requirements there for this to take effect, take action to remedy the violation and the expense of the action shall become a lien on the property and shall be collected as unpaid taxes.

Vice-Chairman Langley said I just want to say this real quick, as far as deputies enforcing this, this is something they can do period just by writing on the citation the littering statute so they can write a citation for this anyway.

Commissioner Booth said the thing that I'm worried about in your ordinance, and if it goes as it tonight you just lost me because I do not believe we want to send somebody into harm's way to go on private property. He said that's asking a lot. He said any time the tax man goes by people run him off, what do you think they'll do if you come talking about their sofas or chairs. He said another thing is if you look at North Carolina laws there is a general statute for transporting garbage and trash and everything and I don't know what the penalty is but there is a statute for that and I know we can, I think we can equal up to what the state says but we can't surpass what's on the state statute. He said if you look at as many DMV offices that we have had in this state, the last one I know that wrote a ticket for something rolling off your truck was Raleigh Hill and he's been dead all my life.

Mr. Alligood said Commissioner Booth G.S. 14-399-116g.1 both address a general statute on littering and they are up to, penalties for littering are up to a \$2,000 fine, community work service and 1 point on a motor driver's license upon conviction so there are some pretty strong teeth at the state level which my understanding is anyone with statewide jurisdiction or law enforcement can enforce that.

Ms. Smith said regarding your other comment about going on personal property, again, Mr. Overman and I make up the entire solid waste division in the County so we share those concerns but again, the direction that we have received from this Board was to do that.

Commissioner Booth said not me.

Ms. Smith said from the majority of the Board, yes sir and that is what staff takes direction from is the majority of the Board.

Commissioner Booth said I'm not accusing you; I'm just telling you how I feel about someone going onto someone's front porch talking about a sofa.

Commissioner Richardson said the sofa won't be on the front porch when they're talking about it.

Ms. Smith said it is my belief that if this does move forward, law enforcement is not only an integral piece but after letters go out they would become the main component. She said I do not carry a weapon; I do not carry anything like that to protect myself so I would request that support.

Mr. Alligood said just to speak to that, there would have to be a pretty egregious incident of solid waste before we would move to that extent and there would certainly be ample opportunity for that to be taken care of before we every got to that level. He said I don't see that being out the gate right at the start. He said we would not do that.

Commissioner Booth said I have rode all over this County and every other highway I have rode on there's an egregious case. He said at first it looks bad but I just have a problem with going on people's property, private property. He said I just have a problem with it, I'm just being up front. He said they've got to do it, it's the ordinance but I'm not going to vote to pass it.

Chairman Waters said I've been going to the dump for 40 years since I moved back from South Carolina and I think Commissioner Richardson mentioned the #1 problem that we have. He said if you go down the highway and you see a trailer or pickup truck, there's not even 1% that's got a tarp on it. He said you can buy a nice tarp for \$100 so to me the educational part, if they're told when they come up to empty it and they're told you can empty it this time but the next time you've got to have a tarp on it or if you're caught it's \$100. He said you can probably buy a tarp for \$20.00.

Mr. Overman said I think so and we've kept a little bit of a grey area in there so if someone is coming up with some loads where they can effectively put a ratchet strap on it, that works and if it's something that needs a tarp then they use that.

Chairman Waters said most of the time most those people will pass you, they're in a hurry to get to the dump and see if they have less on there to throw away.

Commissioner Rebholz said I think any ordinance we put together now is not going to be perfect and we're going to have to learn as we go but I think it's important to start so we can start that learning curve and adjust as we go.

Chairman Waters said in addition to the Sheriff can you, would it be nice to have the Commissioners where we have the authority to stop somebody.

Ms. Smith said per general statute there is some paperwork issues we need to take care of. She said we are not sworn law enforcement, no powers so there are some notifications that have to be specifically approved and given the authority by the Commissioners to enforce the ordinance. She said it's an environmental enforcement officer or something like that. She said there are some legal hurdles we will need to jump over.

Commissioner Richardson said it's easier just to drop the dime on them.

Chairman Waters said when you do the math, when you close River Road for 100 days, that's almost 10% of our solid waste for the year.

Ms. Smith said no sir, we're not going to close River Rd for 100 days, that's the total contract. She said but it doesn't matter, the waste doesn't go away, it's just transferred somewhere else. She said I wish I could find a place for it to disappear.

Chairman Waters said this is the first reading, lets vote.

Motion: Commissioner Rebholz motioned to approve the Solid Waste Ordinance and fee schedule as presented. Commissioner Richardson seconded.

Yes Vote

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

No Vote

Commissioner Booth

Commissioner Rebholz said unrelated, well sort of unrelated, who decides what is going to be done at the sites from the Republican standpoint. He said are those rules you wrote.

Mr. Overman said do you mean the operations.

Commissioner Rebholz said yes, I'll give you an example. He said Thursdays Chocowinity is closed, I went Friday, both compactors were down or full, they had one open thing that was already full of MSW and they were putting it in the second one.

Commissioner Richardson said call the manager.

Ms. Smith said the operation of the collection sites is Republics and they handle the day-to-day services as far as emptying the containers, scheduling repairs for the compactors and that kind of thing. She said we become involved when exactly what you mentioned happens. She said when we go there or go by and we see an issue then we contact and start the phone chain of the managers to see what's going on but the actual operations and scheduling of the pick-ups and all of that is what Republic does.

Commissioner Rebholz said wouldn't we have an operational agreement that on the day they're closed you empty the bins.

Ms. Smith said it doesn't say to empty it because again, you get into if you have a container that's only 1/3 full it doesn't make sense for them to empty that but if it's full, if it's topped off then yes, our expectation of Republic and what we have expressed to them on numerous occasions is that they go and empty it so when they're open they're ready to receive. She said if that's not the case we ask people to contact us and let us know because we keep a log of what's going on and what we contact Republic for.

Mr. Overman said that is one of the challenges of these three sites we've just talked about is it can have an empty container and fill up just like that so they've already got their truck scheduled for something else and then gets in that que.

Mr. Alligood said that's also why we have those open tops available because what we've told them is don't shut a site down, give folks the opportunity to throw their trash away. He said just because a compactor is full they move to an open top so they have an overflow and people aren't turned away. He said they also run into issues with truck drivers. He said they're only allowed so many hours they're allowed to work in a week because of DMV regulations so they may end up butting up against that, they may have to wait to get that truck and get that load unloaded.

Ms. Smith said if MSW is carried out in an open top it's not a negative to the County at all, whether it's in the compactor or in the open top. She said for Republic it's to their benefit that it's compacted because they're getting more tonnage in one load.

Chairman Waters said on Sunday at Beach Ridge the compactor was full and the bulk was full and the second bulk wasn't quite full but it was half full with a swimming pool. He said I'm not talking about a plastic swimming pool, it actually had wood around the outside. He said I don't know how they got it off a truck and got it into the bulk container unless someone had a front-end loader.

Ms. Smith said that was this past Sunday.

Chairman Waters said yes, this past Sunday.

Mr. Overman said regarding it being full they do not run trucks on Sundays so it could've been half full and filled up.

Chairman Waters said it would've been nice if we could've sent them to River Road and got them to put it into the compacter where we could've crushed it.

Ms. Smith said or to the transfer station, which is where it should've gone, depending on the, what it looked like and what it included the transfer station may have been the appropriate place for it to be taken. She said we will have that discussion with them.

Mr. Overman said I will say again it will be brought back in October for the second reading and any of these issues please let us know because we can research it, talk with Republic, and try to get things straightened out.

See Addendum 6

Mega-Site Update

	Estimated Duration	Estimated Completion
Property Acquisition (preliminary wetlands, geotechnical surveys, etc.)	4 months	Dec 2023
Engineering Design & Environmental Investigation (surveying, geotechnical investigations, wetlands surveys, etc.)	6 months	June 2024
Permitting	5 months	November 2024
Procurement	3 months	February 2025
Construction	9 months	November 2025

Mr. Overman said we've talked with Garrett Moore, our engineers that we're working with on these, they've helped us develop a timeline for execution. He said we passed out the timeline, we're estimating about four months for property acquisition. He said we're still working on that and hope to have that completed by December. He said Garrett Moore has returned the following figures for engineering and design, six months for permitting, three months for procurement, which is the bidding process and construction about nine months. He said that puts us on track, currently, for November 2025. He said our ten-year addition period with Republic ends December 31, 2025, so that gives us a month's leeway in that aspect. He said of course all of these are estimated.

Commissioner Rebholz said did he give us an estimate on the price.

Mr. Overman said that will depend a lot on the sites so we do not have that number yet.

Policies Related to American Rescue Plan Funding

Ms. Anita Radcliffe said the item I have for you this evening is really a formality related to our ARP funds. She said you may recall back in 2021 the County received \$9.1 million from the federal government through the American Rescue Plan and with that final rule for those grant funds any local government that received less than \$10 million was allowed to automatically claim a revenue replacement category for those funds. She said by doing that it allowed us to not have to do some of the reporting and compliance tasks that would come along with taking a different category for those expenditures so we did choose to do that. She said it also allowed us to buy some more time in spending the money because there were deadlines in place that you had to have the money committed and spent by 2024 and 2026 dates. She said we thought we were going to get out of some work with some policies that are related to ARP funds but as it turns out that even though we chose that replacement revenue category we're still required to adopt four policies related to purchasing and spending ARP funds and they are record and retention policies, which you'll find on page 217, allowable cost principle policy, which is on page 220 and allowable use policy, which starts on page 223 and a nondiscriminatory policy which is on page 237. She said I wish I could take credit for doing all of this work and writing all of these policies, the fact is these are mostly boilerplate policies written mainly by the UNC Government and they highly recommend that we plagiarize as much as we can and insert our counties name in there so I'll try to entertain any questions you have but my recommendation is to be in compliance with our grant funds we should adopt these policies.

Vice-Chairman Langley said as long as you acknowledge that it came from them it's not plagiarism.

Motion: Commissioner Rebholz motioned to approve all four separate policies. Vice-Chairman Langley seconded. The vote was unanimous.

Commissioner Richardson said I have a question in addition to this, can you give us a budget at the next meeting of how much of that money is spent, how much is obligated and how much remains to be spent.

Ms. Radcliffe said yes sir, I can actually tell you off the top of my head. She said I'm sure we have \$1.69 million left that's not obligated. She said we do have several water projects that were tabled but I do have a running spreadsheet of those funds and I can email that in the morning and you'll have it.

See Addendum 7

Aurora Clinic Property Update

Mr. Brian Alligood said just to give you a quick update, we have acquired the property, we've gotten the keys from the hospital system, our maintenance folks have been down there and done some work getting the place cleaned up. He said they were own making sure the roof was clear and the gutters were clear before the tropical storm came through. He said I guess, just in general we have been operating under the principal that we heard from this Board in that you wanted to provide some level of medical care down there, usually through the health department or with other partners we may have in the County. He said we also talked about trying to make a one-stop shop in that area because it is the furthest point from our main operations so would we have a DSS presence down there maybe once a week, would we have the veteran service officer down there once a week, would we have the ability to have a collections point down there for taxes or water bills once or twice a week, things like that. He said those are the premises we've been working on, kind of a satellite one-stop facility but I guess before we get any further into that I want to make sure the Board is good with that before we move forward. He said I did have a request by the Mayor of Aurora to ask the Board, well he asked me the question and I said I'd have to ask the Board, if we would consider selling that piece of property. He said he said that he had someone that may be interested in it. He said I don't want to go down that path and have the Board say no, we want to do something different so I'm asking for your direction. He said do you want us to continue with that, do I need to tell the Mayor no, that the Board's not interested in selling that property, just let me know what you want to do.

Commissioner Richardson said I wouldn't have a problem with doing some kind of minimal lease if he has a doctor that wants to go in there, some who will provide a medical service in there because that's the whole purpose of it. He said we probably should approach some other medical providers like Agape and see if they have an interest in it in anyway because they're pretty flush with money and that's their clientele.

Mr. Alligood said we're having discussions with other providers, other partners across the County and even folks outside the County, kind of like ECU with the dental piece and different opportunities to be able to provide some services down there.

Commissioner Richardson said I don't have a problem myself as long as we focus on something medical to go into the building.

Vice-Chairman Langley said I'll ditto to that because that was our whole purpose for wanting the building back was to make sure we would have services for the people down in that area and to sell it to someone in the private community, I would greatly oppose that.

Mr. Alligood said so from my perspective I heard one say I might entertain a lease and I heard one say absolutely not if the Board as a whole could give me some direction.

Chairman Waters said I think Commissioner Richardson made it clear it would be for healthcare, some form of healthcare.

Commissioner Richardson said we could vote on it.

Mr. Alligood said I understand what he was saying but do you want that to be a private provider or do you want us to because it's going to be tough to bring in a private provider.

Commissioner Richardson said I don't care who it is as long as the services can be provided. He said it's more or less picking whatever opportunities you've got in front of you at the moment, you don't know what that will be. He said I also don't have a problem if you want to set aside one room that could be used, for instance if the Health Department wanted to go down one day a week in that one room, part of the building or you wanted the Water Department to go down, taxes or money or whatever. He said I don't have a problem with all of the above.

Chairman Waters said we actually have three mobile units now that are available.

Mr. Alligood said there are multiple mobile units, we can do that and part of what we talked about was putting in some hook-ups for that so they could use that. He said you could pull a mobile unit down there for the day, hook it up, have a 50 amp so they can plug in. He said obviously not water and sewer because they can go in the building and use that but have hook-ups where they could do that so if they brought the bus down, a dental bus or something. He said I could see some conflicts between the Health Department or Agape and a private provider if you were trying to lease that there would be some conflicts there. He said I'm just looking for some clear direction on that.

Commissioner Richardson said I move that we allow the manager to proceed with recruiting any health services that he can and bring it back to us because I don't think it's a matter of saying we want X, Y or Z because you're not going to get that. He said we're going to get what you can find.

Motion: Commissioner Richardson motioned that the Manager proceed with recruitment of health services for the Aurora area clinic. Commissioner Booth seconded. The vote was unanimous.

Jail Committee Update

Commissioner Rebholz said at the last meeting we asked the people to try and make a decision on what the best options were on the five, actually six options that we had been looking at. He said the back sheet gives you those six options from doing nothing through a new jail facility and new Sheriff's Office adjacent to it. He said there was, and I'll just summarize this, I would say there was a consensus of the Jail Committee that we ought to do something, that we needed to address several issues including our inability to categorize the inmates in the fashion they needed to be. He said we have a capacity issue at times and I'll put Major Hewitt on the spot because he indicated if they allowed the probation officers to bring everyone they wanted to bring they'd be at 120 people, which would put us in a pickle over there. He said then to increase security for the staff. He said there was no consensus, however, in what to do about those issues. He said I'll just break it down for you, in the committee there were zero votes to do nothing, zero votes to renovate the first-floor existing basement alone, which would include using the Clerk of Court and Register of Deeds storage. He said this was on the second vote. He said one vote to add a single-story addition of 6,200 square feet with a sallyport out the backside of the existing courthouse, there were four votes to add a 2-story addition, that same configuration off the back of the courthouse and then there was one vote for a new jail/Sheriff/911 center. He said that last option was heavily dependent on who was going to pay for it and the point was made throughout this whole debate and discussion that a number of other counties throughout the state have received funds to build a new jail and new sheriff's office. He said we have not been successful in getting that. He said we asked for it the last time, this last budget cycle. He said we don't know if anything is going to be in this budget cycle. He said there was some indication that there may be funds for a new sheriff's office but not for a new jail so the third option, that third thing we talked about in which there was a consensus around was for us to write letters to our state representatives outlining the problems that we're facing and what the issues are in some detail and to ask for their support in getting us the funds to build whatever of the options that we could do so it is our recommendation that we proceed, or the committee's recommendation is that we proceed with that path, which is to lobby our representatives to get our share of the pie to improve the situation that we have here. He said I would like to make a motion that we proceed to craft letters to our state representatives asking for their support and the funds necessary to provide us with the solutions that we need to serve the County.

Motion: Commissioner Rebholz motioned to proceed with crafting letters to our state representatives asking for their support and funds to move forward. Commissioner Booth seconded. The vote was unanimous.

Commissioner Richardson said I'd like to make a comment, I don't like the process we're using to resolve some of these problems because it's much like touchy-feely, I just feel like we need to do this or I just feel like we need to do that and I'm talking about Commissioners. He said there's a lot of misinformation out there, part of that is the jail is an awful place, it's some kind of a dungeon and that sort of thing. He said the truth of the matter is the jail is in compliance with all of the state laws and the jail is inspected by the grand jury once a year and twice a year by the state and I think once a year every so often by the Health Department so it's not in bad shape, actually it's in good shape. He said the question is not the condition of the jail we have but the needs of the County, what do you want to do or what are we trying to do to forward the quality of life in Beaufort County. He said the thing we're eat up with, and I don't think we have a disagreement in this, is drugs. He said okay, you say we want to do something about the drug problem in Beaufort County, you definitely need a bigger jail if you're going to do that. He said admittedly there's a group out there that seems to think that as long as we're nice to these people and we help them and give them more drugs and more money and more assistance and let them keep taking drugs everything is going to be okay, that's not true. He said there's a magic question out there that this Board

has never asked itself, not the individual members of this Board, nor the County. He said the magic question is what we are trying to do. He said once you answer that question then you pretty much know what to do. He said we have not defined segregation within the jail. He said I'm not talking about racial segregation; I'm talking about segregation of criminal types. He said how much more segregation do we want or need. He said to me that's not much of an issue but if that's an issue then that's part of it. He said if we're going to become more aggressive about drugs in Beaufort County and try to put an end to it and a stop to it you need more space in the jail. He said how aggressive are you going to become, how much more space do you need in a jail. He said nobody has ever defined any of this, it's just we think we need because that's the way we feel. He said that is not the way businesses are run and it should not be the way governments are run so we're going to lobby the state and do all that sort of thing. He said the other thing, we have two other issues that are involved in this and she's going to come up in a minute. He said one of them is the Register of Deeds, her space and the other one is the Sheriff's building and the Sheriff's space. He said they're talking about building a building out back to house the Sheriff's Department. He said nobody has ever said how many square feet you need to do that, oh, we just think this is the right amount for square feet. He said well what do you do with that when you get it, who's going to move in there, oh, let's move the magistrate over there, why. He said the magistrates are already in a safe place and it works real well and they have adequate space so why do we want to do that. He said we have a building that's sitting on Main Street that everyone in town can see that's got three stories in it of high ceilings. He said if we're going to do something we should use what we already have. He said remodel, consider remodeling that building for the Sheriff and outfit it with whatever he things his needs are. He said the other thing is you've got a courthouse sitting over here. He said you can get 18 additional cells just by building out the basement. He said it will cost them about \$4.5 million. He said you can remodel the building for the Sheriff and make it a fine Cadillac type building and get 18 more cells in the basement of the jail for probably \$10 million or less. He said you've got \$5.6 now, why do we want to go out and build buildings or abandon buildings that the taxpayers have already paid for. He said it doesn't make a lick of sense. He said we have got to stop making subjective judgements and make objective judgements. He said I'll give you two examples, the school buildings in Beaufort County are half full, why, I was there because some of the people felt like we needed to do this and some of the people felt like we needed to do that so we have wound up with some extremely high-cost school buildings. He said we're still paying for those bonds and the buildings are half full. He said the reason was because nobody was objective, everybody did what they felt like doing, that doesn't work. He said the taxpayers should be irate. He said the other big disaster in Beaufort County is \$195 million for a bridge that goes nowhere, that's west of Washington, the Rt 17 bypass. He said that became a big political issue and the reason was because some of the people on the Board just felt like we needed to do this. He said some of the people on the Board felt like we needed to do that. He said nobody listened to a bridge across the Pamlico would link the southern part of the County to the northern part of the County and the southern part of the County is trying to break away anyway. He said it would've done wonders for Aurora, which everybody sits in here and whines and mopes that we've got to do something for Aurora. He said it would've helped the education system down there because we've got a school down there that everybody talks to me about that it needs to be closed because there's nobody in it. He said we have been making, since I've been on this Board 27 years, this Board, among these people and some other people who are actually dead today, have made decisions that are bad decisions because they did what their gut told them to do rather than what they should've objectively done to help the people of Beaufort County so I'm going to fight hard not to roll into another disaster. He said we need to be giving people their tax money back if we do these two things. He said we can lower taxes, build out the footprint of the jail, remodel the Sheriff's Office. He said we don't need to build a building out back so that we've got one on Market Street with three stories on it that can rot down. He said we need to think hard about why we're doing what we're doing and it's not hard to make a decision when you get to that point. He said when you get to these emotional decisions, that's when you get into big fights and big arguments and everyone gets mad and upset and goes out and tries to convince the taxpayer of something that's simply not true.

Commissioner Deatherage said I'm going to vote for what we decided early on in discussions, using some of this money coming down from the Covid money. He said this was before the build back better, which is an odd thing to call it considering what's happening to our economy. He said anyway, I'm going to spend that much and no more for a jail and that is going to be situated in the bottom of the basement, provided we find a way to provide for the Register of Deeds.

Commissioner Booth said first I'd like to thank the committee for doing the job that you've had dealing in. He said then I want to agree with Commissioner Richardson. He said our jail is inspected every year, sometimes twice a year and it passes. He said then I want to ask Commissioner Richardson if you had to build the same jail today would it pass. He said you've got employees sitting there all day long and no windows they can look out, Gun Smoke was better than that. He said at least have a peep hole you can look out the back. He said because it passes today doesn't mean it's the jail we need. He said also Commissioner Richardson, we've spent \$10 million patching. He said you want to spend another \$10 million to patch again. He said the first time we started talking about building a jail it was \$20 million. He said we have spent \$20

million patching and if you listen to him we will spend another \$20 million patching again. He said it's time to stop patching and do something constructive. He said yes some of those guys are dead that voted for the jail but they did the best they had when they were doing it and we're living those same days. He said not me, I think employees, the employees are in jail just like the inmates. He said I was reading an article today, I forgot what year it was, but women couldn't be jailers. He said it was rare that women went to jail but they did. He said men sitting right there looking at them. He said can you imagine what happened to them, can you imagine what happened right here in Beaufort County with men watching women in jail, can you imagine. He said those are the facts.

Vice-Chairman Langley said I never made any bones about it. He said I'm all for a brand-new facility and my reasons are for classification, officer safety and overall, just being progressive in things we do. He said for far too long we keep doing the same things over and over again. He said it is time for us to be more progressive in everything that we do. He said women in our detention facility, they're in a bad situation as far as I'm concerned because the girl who shoplifted a bag of pork chops is in a cell block with someone who just slit someone's throat. He said that is not good business. He said I don't care how you look at that. He said even I know the Sheriff's Office does the best they can to keep violent and nonviolent offenders separated but sometimes numbers won't allow them to do what needs to be done. He said people with mental health issues, they don't need to be in the general population so my whole thought process has been we need a facility where you can get the proper classification, the proper segregation as well as officer safety. He said that's what is more important to me and I don't want it so that 20 years from now we're still having this very same conversation and it's time for us to move forward.

Chairman Waters said we took action to continue to try to lobby our state legislatures and I think we have even considered going to our congressmen and senators. He said one of the things that was never addressed in our committee, and I want to make sure the public understands it, these plans that we had for the basement never got sent to the state, they never signed off on them so we don't know whether they would allow us to enlarge the footprint by increasing the license from 1985. He said I've heard \$18 million and I've heard as high as \$20 million. He said one of my biggest concerns that I've had over the last eight years is every meeting I go to, whether its state or whether it's a federal meeting, we talk about the population in the jail and the number is all over the board, you could just pick a number but the lowest number I've heard is 40% and I've heard higher numbers as it relates to mental issues and in that you can throw in people who are addicted that need additional help and the jail is not the place to do that. He said if you listen to some of the things that are going on I think at the state level they're going to be looking for an answer as it relates to a regional approach, not county by county but a regional approach to try and tackle the people in Beaufort County's jail and all the other 99 jails in addition in NC for some kind of regional facility. He said that's being discussed by people like Trillium, it's being discussed by some of the health care providers so to me it's a moving target right now. He said I think we've got plenty of space if we can just put the people in there that are the real criminals and the people that Commissioner Richardson is trying to say we need to pull them off the street and put them someplace. He said we have a large population and I think society and North Carolina is in that discussion. He said how is the best way to do it and I think it's going to have to be a regional approach because we've got small counties all around us. He said Pitt is a big one, or bigger but we have a lot of other small counties that are having the same problem and they have to send them somewhere. He said the thing that I would like to make sure the Commissioners continue to do is to have the jail committee and it meet from time to time as needed because we need to continue to have the discussion if for some chance the state comes in and says we've got \$25 million we're going to give to Beaufort County. He said those people right here and this group up here, we've got to figure out the plan, the location and that's one of the things in our discussion of the jail committee, we're still divided on whether you can do it behind the courthouse or whether you've got to go to another location. He said so we still have work to do and I think we've got people on the committee and I think we've got people in the Sheriff's Office and the detention center that needs to meet with us from time to time. He said not on a monthly basis or on a quarterly basis but at least continue the dialogue. He said I think if we're going to lobby our state legislatures we need to have a plan that we all agree of where we want to go. He said somebody is going to have to do something at some point in time. He said I disagree with the feel-good thing. He said I think we've had some good discussion and it's easy just to say that it's a feel-good approach but I take my job very seriously as a Commissioner, I have a fiduciary responsibility to plan and make decisions long term, not just short-term decisions that affects what's going to happen in the next 12 months on a campaign. He said that's what we were elected for is to make those decisions long term with the best information we've got and we've got some good information but I don't think we need to just sit back and totally dissolve and not continue to have the discussions. He said I'm saying that because we've got Sheriff Hammonds in here and a lot of his support that we've got to have the dialogue. He said I'm a Commissioner and I come to these meetings once a month. He said I'm not in it on a daily basis, I don't know what goes on, on a daily basis, what the problems are or the opportunities. He said I'm just concerned about overall where we're headed as it relates to people with disorders that don't need to be in the county jail. He said that's an issue that we all face

and are affected by it every day. He said NC State has had another person commit suicide, last year they had 14. He said these are issues we've got to settle and you can't settle them in a jail by saying we're just not going to do anything.

Register of Deeds Report

Ms. Carolyn Garris said I really wasn't planning on giving a report but I will be more than happy to do so. He said I feel like I'm in the middle of a tug-o-war right now. She said Commissioner Richardson, what would you like to hear. She said since taking office January 3rd I've had about 7,000 folks come through the Register of Deeds for recordings, vitals and for copies. She said that doesn't include the folks that come in to do research and so forth. She said right now our limitations are we do not have the room to expand our services. She said I added card readers on our counters, three of them and I didn't have enough USB ports so I had to run out to Office Depot for hubs. She said right now we're nothing but wires and we can't add anymore and I would like to enhance our services and expand. She said so far as technology goes we're limited with the space at the counters and so forth. She said my biggest thing is safekeeping the records, we're the gatekeepers and right now I have records that have not been digitized from 1696 to 1967. She said I've gotten three contracts in to review and the most expensive is \$250,000 to index and get the rest of our records digitized. She said you talk about space in our office, we are very limited, the staff is very tight, it's unnerving sometimes. She said we make it work. She said I broke my toe going in my office, which my office is kind of like a closet but we work with what we have and we provide excellent service to those that come in. She said that's my biggest thing is providing the best service possible. She said providing the best service possible so I would like to expand our services, including statewide vitals, which would bring revenue into our county. She said Ms. Smith has come into my office twice, we've got load bearing walls, we've got this, we've got that, we're limited. She said can we move records downstairs, not if my Sheriff wants to take the downstairs. She said what are the humidity levels, that's something else to look at but I look at the records that have been down there for how many years. She said all of our map cabinets are down there, A through J. She said there's old books down there, I even have a gravestone in the basement. She said I've hauled off about seven or eight loads of trash from the basement and I'm sharing storage space with my Sheriff back here to put their mattresses. She said there are things that we could do, I don't know what could be done but I am always willing to work with each and every one of you. She said if you have any questions, if you'd like to come in I will give you a tour from A to Z and you can see what we have and what we're dealing with but I think we're doing a great job at the Register of Deeds with what we have and what we have to work with. She said so far as technology I've expanded to a great level I think and we're just providing a great service so you tell me what you would like, I'm happy to work with you, I'm happy to work with our Sheriff. She said I'm a team player and I'm willing to do what's best for the citizens in this county.

Chairman Waters said what year was it.

Ms. Garris said 1696. She said I will tell you every day I have to sweep up. She said my books are decaying, those old books. She said I am making a little bit of money off of them because when people call and those deeds aren't online and they want me to make a copy, scan it and email it to them, it's not free. She said before we didn't offer that service but now we do it at times when it's really needed and we do charge a small fee for that but I would like to see all of those records online for the public and that way we wouldn't have to worry about that. She said that may set up some free room for me.

Commissioner Walker said when those are digitized where do the originals go.

Ms. Garris said the originals are going to stay with us and when they're digitized those originals will never leave the Register of Deeds office. She said they will be done, that project will be done in the Register of Deeds office on the weekend when we're not there.

Commissioner Walker said we keep the hard copies forever.

Ms. Garris said Ms. Whitehurst quite printing hard copies in December because we have no more room for books. She said we have three slots for indexes but that's it, there's no more room for books. She said everything that's going online now that's being recorded, e-recorded, over the counter, is all going online which I like because it's accessible. She said people can call me and say I don't know how to look that up, well guess what, I can walk them through it. She said that's like people looking up their vitals online now. She said that's a great service, it's a 24/7 service and people are loving it.

Chairman Waters said how many times a week are you having to go down to the basement.

Ms. Garris said we go down once; well, we go down once a week to put the maps in the plat cabinet. She said that's a process. She said I try not to go down there very much, unless I have to. She said I went down there today to pull a file cabinet for one of the employees but typically the only time we go down there is to put maps in the plat cabinet.

Chairman Waters said or if somebody makes a request.

Ms. Garris said we do have people that go down there to look at those map index books and those maps at times. She said I can tell you I'm very leery about people going down those steps but we keep up a chain up there and when we have little children come in I shut the door to the vault because some kids just get a little crazy. She said I tried to make a little kid corner but we don't have the space to do that. She said we have people that go down there occasionally to look at old maps and so forth. She said I think Commissioner Richardson has been down there a few times.

Chairman Waters said the last time I was down there was with Billy Mayo. He said that's where all the drainage maps are.

Ms. Garris said there's a lot of stuff that was left from many people from the many agencies that were down there. She said I had state archives come in and review all of the records for the Register of Deeds to let me know what I had to keep and what I could let go. She said we house the Commissioners minutes, your minute books, they're down there. She said it's not user friendly, downstairs, because of the humidity levels but I don't think they're that bad but it's like the new things that are being recorded, when they're printed that's done on regular paper and that holds up fairly well. She said even the books that are down there, I've reviewed them, I've opened up those books and they look okay but what I've got upstairs are books that need to be digitized and if they're going to take my basement I would entertain moving some of those books downstairs. She said not the old ones but the new ones.

Commissioner Richardson said the old books, you have in your budget money to redo so many of those old books each year.

Ms. Garris said no sir, we do not.

Commissioner Richardson said you did have.

Ms. Garris said we have some restoration funds, yes, but there are other things that we have to use that money for too. She said it's going to cost up to \$250,000 to digitize and index all the books that aren't digitized at this time.

Commissioner Richardson said I'm talking about the preservation of the old books. He said you're not advocating throwing the old books away.

Ms. Garris said no, never.

Commissioner Richardson said a lot of them will continue to deteriorate.

Ms. Garris said yes, we can preserve those.

Commissioner Richardson said the previous Register of Deeds had a program of redoing so many of those each year, are you doing that.

Ms. Garris said I think what they were working on were the old births and marriages. She said there has not been much so far that's been done with the real estate books, which should be. She said it's a very expensive ordeal especially when you go to the older books. She said whenever I make a copy of those the background is black so you need to do a positive/negative reverse so you can even make it legible if you are going to scan or email or mail for those that are coming in to get copies of those deeds.

Commissioner Richardson said we need to take a look at your budget, in my opinion, when it comes up. She said the preservation of those old books, whether they're digitized or not, they need to be preserved for the public because there's a lot of things you can get off an original copy or original that you can't get off an electron so those electrons are convenient. He said I have another problem; I did not realize we had stopped filing hard copies of books. He said this is a serious problem to me because that electron is not going to be there forever. He said what people do not realize is that anything that is put on electronically preserved or saved is not permanent. He said I don't care if they tell you they put it in the cloud or it's backed up in fifteen places, you can have one magnetic storm and it will be a total disaster to everyone on earth. He said we need to take a look at what we need to do to help you preserve hard copies of deeds. He said people who are getting

deeds for property, they may have that original deed at home and you made a copy and recorded it but North Carolina law talks about going to the courthouse as being the place to get a lot of this kind of information and if it's not there in physical form I think we have a serious problem.

Ms. Garriss said I do know other Register of Deeds offices, some of them have gone totally, almost totally digitized. She said the problem that you're talking about, I have nowhere to put them, I have nowhere to put books.

Commissioner Richardson said this is why you're here because I wanted to hear from you about what your needs are. He said for me, I'm totally against people recording their deeds online and that's where you'd have to go to find it if you had a lawsuit or something, you have a magnetic storm or someone's punched the wrong button somewhere and all the records are gone. He said I know the stories about its backed up and backed up but I use computers so I know how reliable they are.

Ms. Garriss said e-recordings come in electronically and they are recorded electronically and it's only an electronic record. She said you're talking about printing those out also but as I stated I am willing to come to the table and talk with you about anything you want to talk about and how you would like to proceed in preserving the records here in Beaufort County. She said I feel it's a very important role because people need these records on a regular basis. She said I wished I had brought the numbers with me of just this year of the birth certificates. She said we did five marriage licenses on Friday after 3:30 PM. She said the vitals are unbelievable and I've got numbers on every document, whether it's deeds, deeds of trust, foreclosures, I've got records of all of that if anyone wants to see that. I developed a reporting program and I've got it in a graph, all I have to do is send you one page and I've got it all there.

Commissioner Richardson said when we take a look at the budget this fall we need to look at what we need to do to preserve the records in their physical form along with the electronic form. He said I use the electronic forms; they are very useful but at the end of the day I guess I'm old fashioned, I want to see something in a hard copy instead of something on an electron because it can be manipulated when it's on electron and that's just, we don't need to do that. He said we need to take up with the Register of Deeds when we start this budget what we can do to give what we need to do to have physical copies of all this stuff and to provide her with the space that she needs to actually serve the public because this convenience stuff with the computers is all fine stuff but I tell you what, I've dealt with it for many years and it's not reliable.

Ms. Garriss said like I said I'm happy to come to the table any time. She said if anyone wants to come by for a tour, sit down, have a discussion I'm available so contact me, I'm available.

Chairman Waters said I have one question, is there a name on the tombstone.

Ms. Garriss said Alligood, yes, Alligood.

Commissioner Richardson said well it would be a Woolard or an Alligood.

Ms. Garriss said I posted a picture of it and everything and no one has claimed it. She said you know how many Alligood's are in Beaufort County right.

Chairman Waters said well this one dates back to 1649.

Ms. Garriss said it's old. She said Halloween is coming up but I'd hate to use it like that.

Commissioner Meeting Video Presentation Discussion

Commissioner Richardson said I got a lot of calls and so did other Commissioners, when the last Commissioners meeting was posted for the public my telephone started ringing, people were very irate they couldn't see it, it was jumbled, it wasn't good. He said I never got a really good explanation on how they really defined it other than they were hollering they couldn't see it. He said I checked it the other night myself online on cable TV and didn't see a problem with the presentation. He said it was clear, the audio and all that so do you know anything.

Mr. Alligood said I do. He said we got a phone call, I got a phone call from somebody, checked it, and reset the server and there was a skip or delay or something was happening. He said as soon as someone said something to us about it, because we don't watch it all the time, Mr. Tester reset it and it took care of the problem so I think he's set up a schedule now

where he resets it and he's going to reset that server every couple weeks or once a week. He said somebody called my office and said there's a problem with it, we said okay and had it fixed that afternoon.

Jail Footprint Status Discussion

Commissioner Richardson said the next item is the jail footprint status discussion, we've already discussed that so I'm going to move on.

Request for Update on Cable TV Services

Commissioner Richardson said where are we in hassling these sorry service that the people in Beaufort County are getting for cable TV.

Mr. Alligood said I'm sorry to say we have not had any response at all. He said we've sent the additional letter, I think it's the third one, and we've not had any response. He said I can't find an email address anywhere for people at the attorney general's office. He said there is an online complaint form but that's not what we're looking for. He said we've mailed them hard copies and we said in the letters we've gotten no response. He said unless someone's got an inside contact we're stuck.

Commissioner Richardson said I want to ask the public that if you know of a way to get to this problem, if you know who is in charge, who has authority, who we can complain to, who we should complain to, call my office because this is not acceptable. He said just because some people say cable TV is dying doesn't mean you don't keep your obligation up because you have the business and you're certainly collecting plenty of money from me, if not from somebody else, for a sorry service.

Commissioner Walker said I'll weigh in. He said I have problems from time to time with things digitizing and you know, I've got a book, I've got all my numbers, my account numbers and phone numbers and everything that I go through and there's a regiment you have to go through when you have to call them but I've got to say when I have a problem they fix it. He said it's a pain that you have to go through this but if you keep your notes about you and it seems like it's every Sunday night that it happens, that I get those digital streaks happening but they send some sort of pulse through the system, you restart it and bring it back and I must say I've had a lot of success and they've been extremely nice about fixing it. He said cable TV is cable TV but I must say Optimum does better than the others that have been before them.

Chairman Waters said I think you mentioned it but they can send a signal to your box. He said I call it rebooting, I don't know whether that's the technical name or not but they send a signal and it's like setting you up for the first time. He said it's like unplugging the power and plugging it back in and most of the time that will solve it or should solve part of it.

Commissioner Deatherage said you're talking about the digital feed; I think Commissioner Richardson is talking about the cable.

Chairman Wates said even the cable box does that.

Commissioner Walker said I have cable and like I said, it usually happens on a Sunday and I'm usually watching the NFL. He said it gets very frustrating but I've got my little book and I pull it out, call the number and go through the routine. He said they send that pulse once I've started and stopped it and once you're comfortable with the procedure it seems to work.

Commissioner Deatherage said do you have a modem.

Commissioner Walker said yes.

Commissioner Deatherage said I don't think Commissioner Richardson has a modem.

Commissioner Richardson said yes I do.

Commissioner Deatherage said that's all you've got to do then.

Commissioner Richardson said I need that number.

Chairman Waters said it's your regular number.

Commissioner Walker said it's just the number for Optimum. He said keep good notes and take a picture of the modem's serial number and everything because it tells you all that and when you can just blurt it out it really helps.

Commissioner Richardson said thanks for the advice.

Chairman Waters said let me back up to the video presentation of the meetings. He said when I saw it on here over the weekend I went to the County website and clicked on it and it played fine from the County's website.

Mr. Alligood said there's a difference there. He said there's the streaming that is played using a server that broadcasts that on the cable channel and then there are the two streaming, or the two online services that we use, Vimeo and YouTube, and they're just sitting out there and when you click Vimeo or YouTube and you can go back and look at all the old meetings. He said that's at the highest quality there is. He said they're able to receive what we send them, which is high quality. He said the challenge that we have with the cable is that the cable that we have access to, the government access channel that Optimum gives us, the company give the channel to you, we don't pay a dime for it, is still at the analog level, it's not at the digital level. He said of course they're upgrading their, what we've been told they're upgrading their service but anything they're giving free they're not going to upgrade until they've upgraded everything else so we can have a high-grade resolution video and send it to them, send it to their server and they dumb it down because that's all they can handle on the analog. He said it dumbs it down a little bit so it's not as clear, it's not as crisp but if you go look at it on Vimeo or YouTube it is as crisp as it can be because it's at the highest resolution.

Chairman Waters said when you go to the County and then go to watch it, it also tells you when it's on RiverStreet and the channel here in Washington.

Mr. Alligood said I'm not sure, I don't have RiverStreet so I don't know what they broadcast at but everything they have is on fiber so I'm sure it's broadcast at the highest level too. He said what we have access to is at an analog level.

Institutional Corruption

Commissioner Deatherage said it is a large and very expansive topic that I have a full desire to discuss but maybe not tonight. He said I'm going to pull it and come back at another time and maybe in a different manifestation.

Commissioner Comments

No Commissioner asked to speak.

Commissioners Comments

No Commissioner asked to speak tonight.

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

Adjourned at 7:47 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health – JaNell Octigan, Public Health Director
2. Late Application for Tax Relief 2023 – Lloyd Salter, Tax Assessor
3. Surplus Vehicle to Old Ford Volunteer Fire Department – Chris Newkirk, Emergency Services
4. Surplus Vehicles, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office
5. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
6. NC Commerce Building Reuse Grant Resolution – Brad Hufford, Economic Development Director
7. Minutes Approval – Katie Mosher, Clerk to the Board

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 09/05/23

FY Budget: 2024

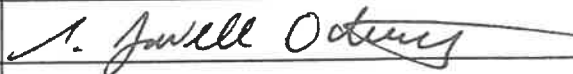
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105160-526018	ARPA School Health Workforce COVID-19	\$324,152	
100211-445190	ARPA School Health Workforce COVID-19	\$324,152	
105158-519315	KBR Substance/Behavioral Health Grant	\$122,340	
109991-499100	Appropriated County Fund Balance	\$122,340	
105168-532100	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. _____	

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

**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: 1GCRCPEX7D2349851), 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: 1GCRCPEX7D2349851), 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

Date run: 8/25/2023 11:59:09 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters:

Refund Status: ONHOLD

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance	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	Situa 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 # 0009542792-2020-2020-0000-00	195.87
928817	PENNY COWARD	322 TYLER ST WASHINGTON, NC 27889	Refund on Bill # 0009542792-2020-2020-0000-00	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

**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

ADDENDUM 2

Petition to Name a Road

Notice of County Board of Commissioners
Meeting
Beaufort County, NC

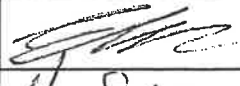
THE PUBLIC SHOULD TAKE NOTICE that the Beaufort County Board of Commissioners will hold a Public Hearing on Monday, September 5, 2023, at 5:30 PM, in the boardroom, located at 136 W 2nd St, Washington, NC 27889. This meeting will concern a public hearing regarding a filed petition to name a 50ft wide 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	^{Beaufort, MT} 3421 TIGARD AV	AGREE	
YVONNE STEVENS	^{Billings, MT} 3401 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

Beaufort County, NC



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

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

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 do not assume any liability for information on this map. User agrees that the County and its Assigns shall be held harmless from any and all liability arising out of the use of this map.

ADDENDUM 3

Updated MOA with NC State

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 _____

ADDENDUM 4

Vehicle Purchase Sheriff's Office

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

Page 1

Vendor
PERFORMANCE AUTOMOTIVE GROUP INC
605 WARSAW ROAD

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

CLINTON, NC 28328

Delivery Reference
Quote for 9 Chargers

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	1030613				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

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

***** 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	

ADDENDUM 5

Award Contract for Solid Waste Site Improvements

Bid Tabulation

Bid/Quote Tabulation

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

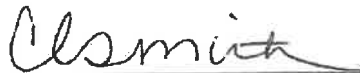
Description: **Solid Waste Site Improvements**
(as per RFP)

	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

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81-3990-499100	Fund Balance Appropriated	\$167,369	
81-4720-598182	Transfer to Collection Sites Improvements Fund	\$167,369	
182-3910-433015	Transfer from SW Fund	\$167,369	
182-8120-535150	Site Repairs & Improvements	\$167,369	

State Position No. _____

14/15

8/3/2023

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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8/3/2023

RFP SW-FY24-003
Solid Waste Site Improvements

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2.2	Instructions to Bidders
2.3	Insurance Requirements
Section 3	General Information
3.1	Work Description
3.2	Work Schedule
Section 4	Scope of Work
4.1	Plans and Specifications
4.2	Submittals
4.3	Additional Contractor Responsibilities
Section 5	General Conditions
Section 6	Submission Requirements
Section 7	Bid Forms & Attachments

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8/3/2023

RFP SW-FY24-003
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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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.loverman@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.overnan@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 in 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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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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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 DUMPSITE (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	70	SY		
5	1. 1.5' SP9.5B 2. 6" ABC STONE 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 said, 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)

8/3/2023

RFP SW-FY24-003
Solid Waste Site Improvements

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:

8/3/2023

RFP SW-FY24-003
Solid Waste Site Improvements

Attachment D

CLIENT REFERENCE

Reference #1

Company Name

Contact Name

Title

Phone Number

Scope of Services Provided

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name

Contact Name

Title

Phone Number

Scope of Services Provided

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name

Contact Name

Title

Phone Number

Scope of Services Provided

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

8/3/2023

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: _____

8/3/2023

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

that: _____, being first duly sworn deposes and says

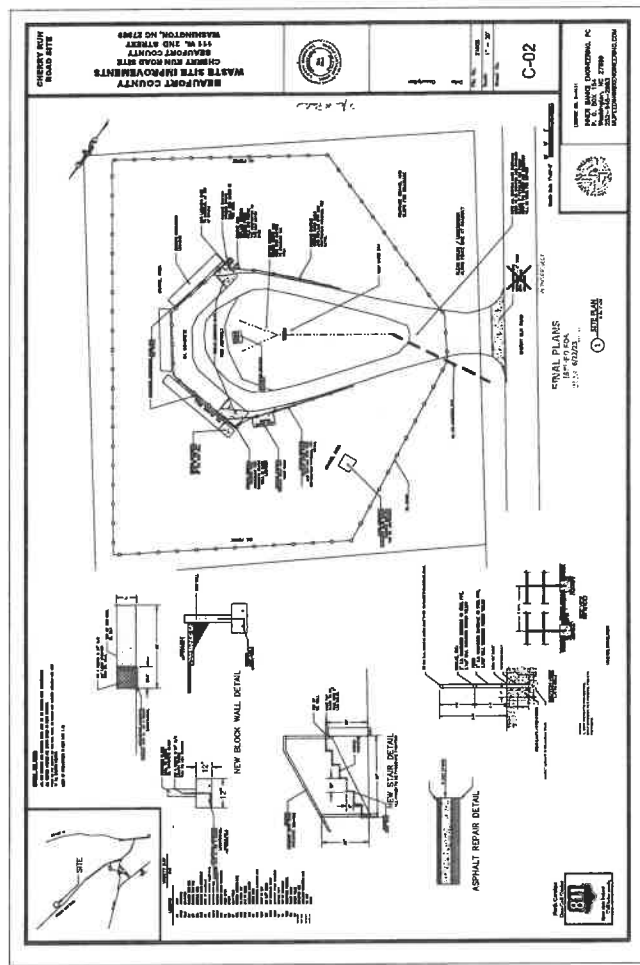
1. He/she is the _____ (title) of _____ (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired 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,

:

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 Unit Prices : 01270-4	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. NEW PRESSURE 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

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 regrading 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	:

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.		
:	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.
 - c. Changes made by Addenda and Modifications.
 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.

Submittal Procedures

01330-2

:

- 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

01330-3

Submittal Procedures

:

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. 1. 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.	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
Temporary Facilities	01500-2 01500-3 Temporary Facilities

SECTION 02230 CLEARING AND GRUBBING PART 1GENERAL 1.01SECTION 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. 1.02RELATED 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. 1.03WARRANTY 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. 6PART 2PRODUCTS Not Used 7PART 3EXECUTION 3.01PROTECTION 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 damaged 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.	3.02INSTALL 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. 3.03BORROW 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. 3.04DEMOLITION 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. 3.05CLEARING 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
:	Clearing and Grubbing
02230-1	02230-2

SECTION 02300		
EARTHWORK		
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
:	02300-1	Earthwork

SECTION 02300		
EARTHWORK		
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
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- 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.

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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.
 - a. Structural fabric
 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:
- | 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 |
| 4. 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.

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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.
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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. Moisture 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 9-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.
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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

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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 Spill-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 D2488). 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

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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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- 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:

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

- 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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- C. Provide barriers, warning lights, and other protective devices at excavations as necessary for safety of workers and the public.
 D. Provide sloping of bank, shoring, sheeting, or other means of maintaining the stability of the trench in accordance with the requirements of the Associated Contractor's Manual of Accident Prevention OSHA, Part 1926.P.

3.02 PROTECTION OF UNDERGROUND FACILITIES

- A. Refer to paragraph 4.04 of the General Conditions and SC-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.
 F. Separation distances shall be in accordance with utilities requirements.

3.03 CONSTRUCTION STAKING

- A. Provide construction staking. Owner will provide key reference points and benchmarks for construction, which in the Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work as necessary for construction. Contractor shall protect and preserve the established reference points and property monuments.
 B. Contractor shall report to Engineer whenever a reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a registered professional surveyor in the State of North Carolina.

3.04 LOCATION OF INSTALLED UTILITIES

- A. Contractor shall be responsible for locating contract installed utilities as requested by third parties proposing to dig in the contract area until the date that the entire contract is recommended for final payment by Engineer to Owner.

3.05 WATER CONTROL

- A. Prevent surface water from entering the trench.
 B. When trench bottom is below the existing ground water table, install a dewatering system to maintain water table 1 foot below trench bottom. Provide a man experienced in dewatering work at the job site.
 C. Maintain dewatering until backfilling has proceeded above the existing ground water level.
 D. Dispose of water from dewatering operations in accordance with the North Carolina Sedimentation Pollution Control Act.

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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. 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.	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 on 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 fill 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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- 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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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 borrow 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

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 1-2 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 Ramex 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

Size	Size
1.660	1 1/4
1.900	1 1/2
2.375	2
2.875	2 1/2
4.0	3 1/2

- 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: 1.660-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 Compression 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 6 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.	Lawns & Grasses 02920-1

1.07 DELIVERY, STORAGE, AND PROTECTION 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. 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 P205 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

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 800

Mulch 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.

02920-3

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 corrugated 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.

02920-4

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.

16

END OF SECTION

02920-5

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:
Name and Title:

(Seal)

SURETY

Surety's Name and Corporate Seal

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature:
Name and Title:

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title:

EXCISE No. C-510 (2002 Edition)
Originally created 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 addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor 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 notification. Contractor and Surety have failed to appear at such conference and Surety agrees. 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 subject to dispute between Contractor and Surety 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.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly audit Surety's expense take 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 to complete the Contract, and award the Contract to the contractor selected for Owner to be completed by Owner or Contractor, and pay to Contractor, with consent of 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 copy of the Contract and the Balance of the Contract Price. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or 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

6.1. 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 Default, including from the refusal 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 set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than 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.

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 termination of this Bond, whichever is later. If Contractor fails to perform its obligations under this Bond, which minimum period of limitation available to itself as a defense in the 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 said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. 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 which Contractor has paid or shall pay 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.

00610-6

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:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

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. Properly makes payment, directly or indirectly, for all sums due Claimants; and

2.2. Defends, 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 claim, demand, lien, or suit and tendered defense of such claim, demand, lien, or suit 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 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 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 communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 90 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 actions:

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.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. If the Contractor is not paid by Owner, the Contractor shall be entitled to funds stored by Contractor in the performance of the Contract, and shall satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work, or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1, or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever is later. (3) This section, if the provisions of this Paragraph are void or prohibited by law, shall be of no force and effect, and the provisions of this Paragraph shall be subject to the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. 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 relating to suit statutory requirement shall be void and of no force and effect, and the provisions of this Paragraph shall be subject to the jurisdiction of the suit shall be a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. 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.

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

PAGE FOR ATTACHING
CERTIFICATE OF INSURANCE

EJCPC No. C-570 (2002 Ed.) (cm)

Contractor's Application

[illegible]

EJCDC No. C-62.0 (2002 EDITION)

Page 2 of 3

Contractor's Application

[illegible]

EJCDC No. C-620 (2002 Edition)

Page 20 of 31

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)
Date: _____ Date: _____ Date: _____

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

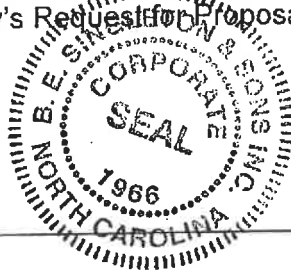
Solid Waste Site Improvements Proposal Form

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)

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Solid Waste Site Improvements

a. Cherry Run Site Improvements

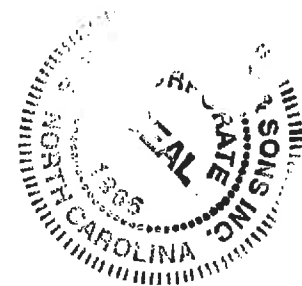
Item No.	Description	Quantity	Unit	Unit Price	Total
1	EXTEND CONCRETE PAD FOR COMPACTOR (8" DEPTH)	4	CY	500 ⁰⁰	2000 ⁻
2	NEW CONCRETE BLOCK WALL 6' TALL WITH FOOTER FOUNDATION	28	LF	400 ⁰⁰	11,200 ⁻
3	NEW 6" CONCRETE SLAB ALONG TOP OF WALL (2 LOCATIONS)	6	CY	850 ⁰⁰	5,100 ⁻
4	NEW 6" CONCRETE SLAB UNDER 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	39,675 ⁻
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	1275 ⁻
TOTAL CONSTRUCTION COST - CHERRY RUN SITE					115,250 ⁻



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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	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 -



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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



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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: _____

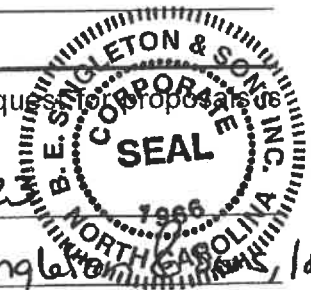
I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____

Date: _____

Title: _____

Company: _____

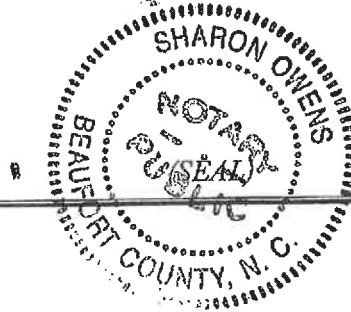


I, Sharon Owens a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed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



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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

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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 E. 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.

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Solid Waste Site Improvements

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

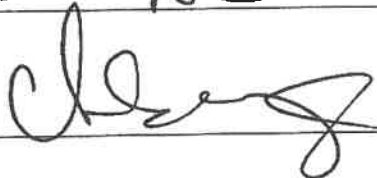
The following form shall be completed and included in the bid submission.

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 7/18/23
Amendment No. _____, Dated _____

Contractor Name: BE Singleton & Sons, Inc
Address: 920 W 3rd St.
Washington NC 27887

Signature of Authorized Representative: 
Title: President
Phone Number: (252) 946-3287

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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 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.

Charles H. Manning III
President

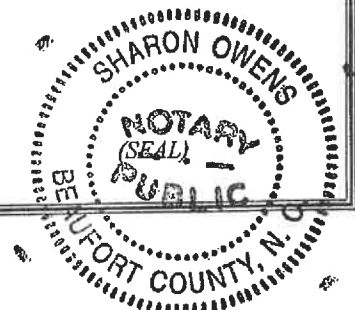


Subscribed and sworn to before me, this the 21 day of July, 20 23.

Notary Public Sharon Owens

County of Beaufort, NC

My Commission expires 01/09/2028



ADDENDUM 6

Solid Waste Ordinance

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.

§ 52.076-52.099 RESERVED.

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

Tier 1

First Offense	Written Warning
Second Offense	\$250.00
Subsequent Offenses	\$500.00

Tier 2

First Offense	\$100.00
Subsequent Offenses	\$500.00

Tier 3

First Offense	\$300.00
Subsequent Offenses	\$500.00

Uncertified Scrap Tires Disposal Fee \$105.00 per ton

ADDENDUM 7

Policies Related to American Rescue Plan Funding



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

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 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.

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: 10/2/2023

Agenda Section: Public Hearing and Item for Decision

Presenter: Joshua Hollis, Planner

Agenda Title: Petition to Name a Road – Saila Way

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 September 20, 2023, and September 27, 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. Saila Way
2. Over Dr

Staff has determined that the applicant's proposed name, Saila Way, 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 choice of Saila Way.

Attachments:

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September 18, 2023

The Washington Daily News
Attention: David Singleton
Advertising Department
217 North Market Street
Washington, NC 27889

By Email
david.singleton@thewashingtondailynews.com
(252) 946-2144

Mr. Singleton:

Please publish the following notice for a Beaufort County Board of Commissioners Meeting, Two Times as a Block Ad to appear in the **Wednesday, September 20, 2023, and Wednesday, September 27, 2023**, issues of *The Washington Daily News*. Send the bill to: Katie M. Mosher, Clerk to the Board, 121 W 3rd St. Washington, NC 27889. Kindly forward a copy of the affidavit to me at the below address.

If you have any questions or problems, please call me at (252) 974-1829. Thank You.

Sincerely,

Joshua W Hollis, Planner
Planning, Economic Development & Community Services
Mid-East Commission
1502 N Market St, Suite A
Washington, NC 27889
(252) 974-1829

cc: Katie M. Mosher, Clerk to the Board, Beaufort County

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, October 2, 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 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.



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

- Parcels
- Ingress Egress Easements
- Centerlines
- Condos_Leaseholds
- 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



Beaufort County
Agenda Abstract

Meeting Date: October 2, 2023

Agenda Section: Item for Decision

Presenter: Nathaniel Woolard, District Resource Conservation Technician

Agenda Title: Purchase Order Approval – Stream Debris Removal

Summary of Information: The Beaufort Soil and Water Conservation District (District) was awarded grant funds through the Streamflow Rehabilitation Assistance Program (StRAP) to continue its work in removing storm debris from various Beaufort County waterways. Contract No. 22-080-4008, in the amount of \$334,931.00, was approved by the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation (Division). Contract funds remaining to be spent total \$161,062.47. A Request for Proposals (RFP), for the Phase II StRAP project was published on August 21, 2023. Seven bids were received. The bids were opened on September 12, 2023. A Bid Tabulation spreadsheet is attached. The three lowest bids submitted and reviewed were:

Russell Enterprises, Smithfield, NC - \$2.89 Per Linear Foot - \$51,442.00
Grillot Construction, Belle Chasse, LA - \$3.50 Per Linear Foot - \$62,300.00
Hall American Property Pros, Edenton, NC - \$6.74 Per Linear Foot - \$119,972.00

On September 18, 2023, the District's Board of Supervisors reviewed the Bid Tabulation spreadsheet. Nathaniel Woolard, District Resource Conservation Technician, reported that Grillot Construction, the second lowest bidder, and Hall American Property Pros, the third lowest bidder, met all RFP specifications. Russell Enterprises, the lowest bidder, did not. Mr. Russell failed to contact the District to arrange a site visit of the project to address Scope of Work requirements and did not include the required bond in his bid. Nathaniel further reported that he checked the references of Grillot Construction. They were excellent. The references of Hall American Property Pros were not checked as Mr. Hall recently completed several stream debris removal projects for the District. His work is known. The District's Board of Supervisors discussed all information provided to them. As a result of Mr. Russell's failure to meet RFP specifications, his bid was disqualified. Supervisor Archie Griffin offered a motion to approve the second lowest bidder, Grillot Construction, for completion of the District's Phase II StRAP project with a bid of \$62,300.00. Supervisor Tracy Warren seconded the motion. The motion was approved.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommend approval of a \$62,300.00 purchase order, for the Phase II StRAP project.

Attachments: Bid Tabulation Spreadsheet and Purchase Order

Bid Tabulation

Bid/Quote Tabulation

Project: BCSWD-FY24-001 StRAP Phase II

Date: September 12, 2023

Description: Stream Debris Removal
(as per RFP)

Contractor:

Russell Enterprises
Hall American Property Pros
Grillot Construction
Zulu Marine
J & J Environmental LLC
RDC Debris
RU Debris Removal

Equipment List	References	Bidder Qualifications	Proof of Insurance	Acknowledgment of Addendum	Price per Foot	Total Cost
X	X	X	X	X	\$2.89	\$51,442.00
X	X	X	X	X	\$6.74	\$119,972.00
X	X	X	X	X	\$3.50	\$62,300.00
X	X	X	X	X		\$195,800.00
X	X	X	X	X	\$7.49	\$133,322.00
X	X	X	X		\$8.77	\$156,106.00
X		X	X		\$7.99	\$ 142,222.00

Authorized Signature / Commissioner :

Edwin Smith

Witness:

Hallie Jones 9/12/2023

REQUISITION

00000412-00 FY 2024

BILL TO

155 Airport Road
 Agriculture Building
 Washington, NC 27889

VENDOR

GRILLOT CONSTRUCTION LLC
 2608 ENGINEERS RD

BELLE CHASSE, LA 70037

SHIP TO

155 Airport Road
 Agriculture Building
 Washington, NC 27889

Delivery Reference
 Bid Tabulation Spreadsheet

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/25/23	031989	10/02/23		SOIL/WATER CONSERVATION

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Secure services of Grillot Construction LLC to complete Phase II Streamflow Rehabilitation Assistance Program (StRAP) Project as identified in the Scope of Work included in a Request for Proposals issued on August 21, 2023.	1.00	EACH	62300.00000	62,300.00

Ship To
 155 Airport Road
 Agriculture Building
 Washington, NC 27889

Delivery Reference
 Bid Tabulation Spreadsheet



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Brad Hufford, Economic Development Director

Agenda Title: NC Commerce Building Reuse Grant - Elite Trucks

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.

Staff are requesting the creation of a Grant Project Fund to receive and pay out the grant award on behalf of the renovation project by Elite Truck Boxes, LLC.

Submitter Recommendations/Motions: Accept the Building Reuse Program grant awarded by the NC Department of Commerce for the Elite Truck Boxes project, approve the resolution creating a grant project fund for the project, and authorize staff to complete and execute the required grant documents.

Attachments:

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
NC DEPARTMENT OF COMMERCE
NC RURAL ECONOMIC DEVELOPMENT
BUILDING REUSE PROGRAM
ELITE TRUCK BOXES, LLC
GRANT #2023-059-3201-2587
BEAUFORT COUNTY, N.C.**

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

Section 1. The project authorized is for renovation of the former Family Dollar building located at 307 N. Market Street in Washington, NC currently vacant but will be occupied by Elite Truck Boxes, LLC.

Section 2. To complete the project the Board of Commissioners of Beaufort County adopts this project ordinance with the following estimated revenues and expenses:

Revenues:

158-3532-439810	Transfer from GF	\$5,000
158-3532-434925	Contribution – City of Washington	5,000
158-3532-458100	Building Reuse Grant	<u>200,000</u>
	Total	210,000

Expenditures:

158-4920-519450	Building Renovation Expenses	\$210,000

Section 3. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 4. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements.

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. The Finance Officer is directed to report on the financial status of each project element in Section 2 and on the total grant revenues received or claimed.

Section 7. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 8. This ordinance shall become effective upon its adoption.

This the 2nd day of October, 2023.

Chairman

Attest:

Clerk



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

September 11, 2023

Mr. Gary Brinn
Chairman, Board of Commissioners
Beaufort County
121 W. 3rd Street
Washington, NC 27889

Re: Contract Agreement for Grant Number 2023-059-3201-2587; Your Signature and Reply is Requested
Project Title: "Elite Truck Boxes, LLC/Project Sprinter"

Dear Chairman, Board of Commissioners Brinn:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@commerce.nc.gov.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Beaufort County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Market Street Joint Ventures, LLC** (the “Owner”) owns certain real property located at:

307 N. Market Street
Washington, NC 27889

in **Beaufort County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

- 3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/15/2023** ("Effective Date") and shall terminate on **6/15/2025** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

- 4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$200,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the

Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary

(including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit

hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be

utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant

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Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver

includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.

- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
 - (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Gary Brinn**
Chairman, Board of Commissioners
Beaufort County
121 W. 3rd Street
Washington, NC 27889

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Beaufort County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/11/2023

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Beaufort County

Elite Truck Boxes, LLC/Project Sprinter

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the reuse of a 15,510 SF building located at 307 North Market Street in Washington. The building was constructed in 1956 and has been vacant for five years. Elite Truck Boxes, LLC is an online retailer of truck boxes and various automotive accessories.

**EXHIBIT B
PAYMENT SCHEDULE****Eligible Expenditures:**

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.commerce.nc.gov/rgp>. Email completed forms and reports to rgpreports@commerce.nc.gov.

Beaufort County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Market Street Joint Ventures, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

307 N. Market Street
Washington, NC 27889

in **Beaufort County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$200,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b) As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c) The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **9** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **31** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b) Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
 - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/15/2023** ("Effective Date") and shall terminate **6/15/2025** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
 - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

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

7. Project Records.

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

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:

- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
- (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
- (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
- (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
- (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
- (g). The Owner is solvent and has inquired of and received reasonable evidence from any

Business of the solvency of that Business.

- (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$6,451.61** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which

are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and

addressed as follows:

If to the Governmental Unit:

Attn: _____

To the Owner:

Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2023-059-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Beaufort County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$200,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

307 N. Market Street
Washington, NC 27889

in **Beaufort** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____, 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G
2023-059-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Beaufort County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, Market Street Joint Ventures, LLC, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing Beaufort County as the beneficiary in the amount of \$200,000.00.
- ☐ Beaufort County ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the \$200,000.00 in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Beaufort County</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____



Beaufort County Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Chris Newkirk, Emergency Service Director

Agenda Title: Building Resilient Infrastructure in Communities (BRIC) Grant

Summary of Information: On September 8th, 2023, the Office of Emergency Services received notification that FEMA was accepting applications for its 2023 Building Resilient Infrastructure in Communities (BRIC) Grant. This pre-disaster grant provides funding to states, counties and local communities for projects that would reduce the risk of damage from natural disasters such as wildfires, hurricanes, and flooding. This program utilizes a federal (75%) and state (25%) cost share and is administered through a partnership with North Carolina Division of Emergency Management (NCEM).

On September 16th, we received an email from NCEM informing us that three (3) of our county's census tracts had been included in FEMA's newly implemented Community Disaster Resilience Zone (CDRZ) designation. NCEM believes that this new designation will provide us with an advantage in federal grant programs such as BRIC. Eligible projects must meet one of the three following BRIC Grants proposal types.

- **Shovel-ready Infrastructure Projects Under BRIC** - The Building Resilient Infrastructure and Communities (BRIC) program aims to categorically shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience.
- **Capabilities & Capacity Building (C&CB) Proposals** - C&CB activities must result in a resource, strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future natural hazards, increase resiliency, and promote a culture of preparedness.
- **Flood Mitigation Assistance Projects (FMA)** - This program is tied to reducing or eliminating the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). NCEM strongly encourages towns/counties with repetitive flood loss properties to develop flood mitigation projects for the \$800 million available under the NCEM FMA NOFO.

Representatives of Beaufort County's Soil & Water, Public Works and Office of Emergency Services have collaborated to identify the following three (3) BRIC Grant eligible projects.

- **Canal Clean-up** – Soil & Water has several unfunded canal / drainage clean-up projects.
- **Water System Infrastructure** – Public Works has identified several areas of improvement within our current water system infrastructure that if funded would allow for redundant means of providing water to different locations within our county.

- River Level Gauges and Markers – Emergency Services has identified the need for additional river level monitoring gauges as well as markers / signage that would indicate how much water would be in various areas along our waterfront and low-lying communities.

We are working diligently to obtain quotes for these proposed projects. However, Letters of Interest are due on October 2nd, 2023, with sub grant applications due on November 17th.

Submitter Recommendations/Motions: The Office of Emergency Services respectfully requests your approval to submit Letters of Intent for these projects so that we may continue to explore them as a BRIC grant opportunity.

Attachments:

.



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision
Presenter: Smith, Christina, Public Works
Agenda Title: Solid Waste Ordinance

Summary of Information: The final draft of the Solid Waste Ordinance was first introduced at the September meeting. 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, the final draft of the ordinance and an update to the Solid Waste Fee Schedule is presented for approval and enactment. If adopted, the changes would take effect on January 1, 2024.

Public Works staff and the Communications Director are developing a plan to distribute and communicate the changes to the public. Various methods will be used including website postings, social media postings, videos, press releases, and signage.

Submitter Recommendations/Motions: Approve and adopt the Solid Waste Ordinance and Fee Schedule effective January 1, 2024.

Attachments:
1. Solid Waste Ordinance
2. 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
- 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 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.

This chapter shall become effective on January 1, 2024.



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

Effective: 1/1/2024

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

Tier 1

First Offense	Written Warning
Second Offense	\$250.00
Subsequent Offenses	\$500.00

Tier 2

First Offense	\$100.00
Subsequent Offenses	\$500.00

Tier 3

First Offense	\$300.00
Subsequent Offenses	\$500.00

Uncertified Scrap Tires Disposal Fee \$105.00 per ton



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Increase Purchase Order Threshold from \$500 to \$2,500

The County Purchasing Policy currently requires any purchase over \$500 to have a County Purchase Order. This \$500 minimum threshold has not been updated in over 10 years. There have been multiple requests from various County departments and the Sheriff's Office to increase the threshold to save Staff time spent on requisitioning purchase orders for smaller purchases. An increase would also save Finance Staff considerable processing time.

The Finance Staff has researched this matter and found the following.

History of PO threshold changes

Before July 1, 2007 – All County purchases required a PO no matter the dollar amount

July 1, 2007 – Purchase order minimum threshold became \$100

Between 2010-2013 – Purchase order minimum threshold changed from \$100 to \$500

Past 10 years or more – Purchase order threshold has remained at \$500

Other County/Towns threshold amounts

<u>Municipality/County</u>	
City of Claremont	\$250.00
Hoke County	\$500.00
Town of Rose Hill	\$500.00
Town of Hudson	\$500.00
Craven County	\$1,000.00
City of Hamlet	\$1,000.00
Town of Apex	\$2,500.00
City of Greensboro	\$3,000.00
Union County	\$5,000.00

Impact on County Staff

-Would reduce the number of POs by an estimated 50.5%, or 559 POs annually

-The estimated time savings for County staff is 140 hours annually

The Finance Committee discussed the PO threshold increase at its September 19, 2023 meeting. There was much discussion about internal controls and the effect that the PO threshold change might have on internal controls and oversight. The Committee recommendation is for the County to raise the PO limit from \$500 to \$2,500 effective upon adoption.

Submitter Recommendations/Motions: Adopt the recommendation from the Finance Committee to increase the County PO threshold from \$500 to \$2,500.

Attachments:

-None



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Additional School Capital Payment for FY 22/23 Restricted Sales Tax

The County is required by law to contribute 30% of Article 40 sales tax distributions and 60% of Article 42 sales tax distributions to the schools for capital spending. An additional payment of \$252,630.62 is required for FY 22-23 based on the following calculation.

<u>Article</u>	<u>Total Collections</u>	<u>Owed to Schools</u>	
Article 40 (30%)	\$ 4,099,979.15	\$ 1,229,993.75	30%
Article 42 (60%)	\$ 3,416,579.79	\$ 2,049,947.87	60%
		\$ 3,279,941.62	School Sales tax share FY 22/23
		\$ 474,000.00	Lottery Funds FY 22/23
		\$ 3,753,941.62	Total Due to Schools
		\$ (3,501,311.00)	Payments (debt service and cash capital)
		\$ 252,630.62	Additional Due to Schools

The Finance Committee met on September 19, 2023, and the committee recommendation is to reserve the \$252,630.62 to meet future technology needs at the schools.

Submitter Recommendations/Motions: Follow the Finance Committee recommendation and reserve \$252,630.62 for the schools to meet future technology needs.

Attachments:

1. FY 22-23 School Capital Calculation

Additional Payment to Schools for Capital (Restricted Sales Tax Revenue) FY 22/23

<u>Article</u>	<u>Total Collections</u>	<u>Owed to Schools</u>	
Article 40 (30%)	\$ 4,099,979.15	\$ 1,229,993.75	30%
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		\$ 252,630.62	Additional Due to Schools



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Schooner Point Homeowners' Association Request for Addressing Ordinance Exemption

Summary of Information: In August 2023, an application for a new address was submitted to pull a building permit for a new house on Schooner Point Road in Belhaven. The location is in the unincorporated area of Beaufort County. Upon review of the address application, it was determined that the addressing along Schooner Point Road was not a standard addressing method and was not in accordance with the County's addressing ordinance. It appears that Schooner Point Road was developed in the 1980's and the addresses were assigned by the developer to match the lot numbers (lot 1 is 101, lot 2 is 102, etc.) The County addressing ordinance provides that "individual addresses will be the product of the division of the measured distance along the roadway by the number 5.28 so that every address will reflect the mileage along the roadway."

In the 1990's there was a countywide addressing project to address unaddressed structures and to correct those that were not in compliance with the standards. It appears that Schooner Point Road was not corrected at that time. There are two general methods of addressing in the County: block addressing (typically in municipalities) and linear addressing (required by the ordinance). Addressing based on lot number is not a standard addressing method and not compliant with the ordinance or national standards.

The addressing coordinator worked with the GIS Manager to determine the correct addressing for Schooner Point Road. Residents along the road were notified of the new addresses. Attached is a letter, representing the homeowners' association, regarding the addressing changes. A second attached similar letter was received after meeting with several homeowners with their request to the Board to be exempted from the addressing changes.

Submitter Recommendations/Motions: To maintain compliance with the Beaufort County addressing ordinance and national standards for addressing related to E-911 base maps, staff recommends that the Board deny the request by the Schooner Point Homeowners' Association to be exempt from the addressing ordinance.

Attachments:

1. County Addressing Ordinance adopted 02-10-2020
2. 09-06-2023 Letter
3. 09-13-2023 Letter
4. Schooner Point Road map



**Schooner Point Homeowners' Association
100 Schooner Point
Belhaven, NC 27810
September 6, 2023**

Mr. Frankie Waters
County Commissioner

Subject: Schooner Point Address Changes

Sir,

Thank you for taking the time to discuss the wholesale changes to the current addresses of Schooner Point Subdivision. Though I understand the explanation for the change, I am not convinced that emergency service activities (police, fire, EMS) have a difficult time finding homes in a 32 lot/19 home subdivision established in the mid-90s.

I am also not sure why a significant change, like this, was simply implemented (as the attached letter from the county indicates) without some opportunity for the residents to comment, let alone implemented immediately.

Also, the letter indicates that one of the reasons for the change was because the "Beaufort County Addressing Ordinance requires all structures to have a unique and uniform street number." Yet, as I look at the map supplied by the county with the letter (see attached), the new addresses are not uniform. As an example, the lot that is two down to the NE of mine is 749, right next store is 769, my new address will be 787 and the lot just to my West is 809. Though there are no intervening lots between any of these addresses, they are not sequential.

Per our conversation, I discovered that the Belhaven Post Office is aware of the address changes.

In conversations with 19 lot/home owners thus far, no one supports the change or is concerned that Emergency Services will be limited without the address changes.

I attached a copy of the letter I received from the county for your review and consideration.

Any assistance in stopping this action would be greatly appreciated.

Sincerely,

Mike Bishop
VP/Treasurer, Schooner Point Home Owner Association
443.624.1369

Attached
AS



**Mid-East Commission
Planning**
1502 N Market St, Suite A
Phone: 252-974-1829 Fax: 252-946-5489



**Beaufort County
GIS / Land Records**
220 N Market St, Suite 114
Phone: 252-946-6591 Fax: 252-946-3947

Date: 8/23/2023

Dear Beaufort County Property Owner / Resident,

In order to facilitate Enhanced 911 emergency response and comprehensive delivery services to county residents, the Beaufort County Addressing Ordinance requires all structures to have a unique and uniform street number. In order to bring the property identified below into compliance it will be necessary to change the current street address for this property / structure. The new E911 street address shown below has been assigned to this structure and will become the permanent physical address for this property. Of course, if you currently receive mail at a P.O. Box you may continue to use that for general mail delivery purposes, but for emergency calls or package delivery services to your business or residence you will need to use the new E911 street address show below. If you currently receive mail delivery at your property, a change of address form should be completed and submitted to your local Post Office. The Post Office will continue to forward all mail for a period of one year. For address purposes, all notifications (i.e. checks, driver's licenses, and other correspondence) should be completed within this one year time frame. This address change is effective immediately upon receipt of this notification.

- NEW E911 STREET ADDRESS: 787 SCHOONER POINT RD
- GEOGRAPHIC PARCEL ID: 7605-02-1257
- PROPERTY DESCRIPTION: LOT #14 SCHOONER POINT
- OLD STREET ADDRESS: 114 SCHOONER POINT RD (not E911 compliant)
If designated UNKNOWN / NOT ASSIGNED and there is an existing address for this property in use, please call immediately. This new assignment may not be necessary if staff determines the current number in use conforms to E911 addressing standards.

Listed below is a set of guidelines also required by County Ordinance to aid in property identification. All property owners and residents are required to display street address numbers so the location can be easily identified.

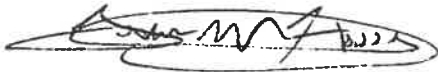
1. The official address number must be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road during both day and night.

2. If a building is more than seventy-five (75) feet from any road, the address number shall be displayed at the end of the driveway nearest the road which provides access to the building.
3. Numerals indicating the address number of a single family dwelling shall be at least four (4) inches in height and shall be posted and maintained to be legible from the road.
4. Numerals for multiple dwelling units and non-residential buildings shall be at least six (6) inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road.
5. Numerals must be of a contrasting color to the background.
6. Mobile home and other non-permanent dwelling unit lots shall have a sequential address numbers throughout the Park. Each lot will have a separate address number assigned. The address number of each lot must be clearly displayed on the lots so as to be legible from the road.

We regret any inconvenience that this change may cause our residents. However, it is very important that everyone's address is unique, that the addresses used in the county are as uniform as possible, and that structure addresses are easily identifiable from the road. This will drastically reduce the time required for emergency services personnel to respond. The valuable time lost by emergency personnel not being able to find a location could prove costly in an emergency situation in which seconds and minutes may mean life or death for persons in need.

If you have questions or concerns regarding this change, please call 252-974-1843.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joshua Hollis', enclosed within a hand-drawn oval.

Joshua Hollis
Planning / E911 Address Administrator

Enclosure

1422312

Receipt of Acknowledgement

Please Sign where applicable and return to sender or email: jhollis@midwestcom.org

Per **Article 8. Procedures for New or Changed Address** of the "E-911 Addressing & Road Naming Ordinance," when an owner or resident of any structure in the County receives notification of a new or changed address, that owner or resident shall promptly:

1. Sign the appropriate place on the form to acknowledge receipt of the notification.
2. Provide all information requested by the notification form by completing the brief questions on the notification form prior to mailing it back to the County.
3. Return the completed and signed return portion of the notification form to the address listed.

Per **Article 9. Enforcement F.**, owners of buildings already constructed will be asked to voluntarily comply with this Ordinance. Those owners of buildings which do not comply with this Ordinance will be notified and requested to meet the requirements within sixty (60) days from the date of notification. A second notice will be issued after sixty (60) days if the requirements have not been met. If the owner does not comply voluntarily with this Ordinance within thirty (30) days of receiving the second notice, enforcement action pursuant to Chapter 153A of the North Carolina General Statutes (as amended) may be initiated.

If a Building is already existing and was previously assigned an Official Address

I _____ (Print Name)

- ☐ agree & consent to this address re-assignment.
- ☐ do not agree & consent to this address re-assignment.

(Owner / Resident (Signature))

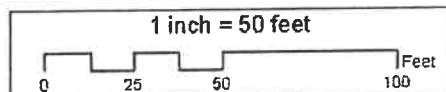
Date

If a Building does not exist, or if there is no official address assigned.

I _____ (Print Name) acknowledge that this is an address assignment or re-assignment of a parcel of land without a building or for a building or structure which was not assigned an official address.

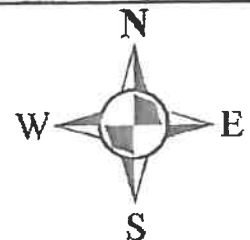
(Owner / Resident (Signature))

Date



Date: 8/16/2023

BEAUFORT COUNTY GIS / LAND RECORDS



***** DISCLAIMER *****

THIS MAP IS PREPARED FOR THE BENEFIT OF REAL PROPERTY IN ACCORDANCE WITH THE LAND RECORDS TECHNICAL SPECIFICATIONS FOR BASE LAYOUT, AND DIGITAL MAPPING SYSTEMS. GRAPHIC ILLUSTRATIONS HEREON ARE COMPILED FROM RECORDED DEEDS, PLATS, AND OTHER PUBLIC RECORDS. BEAUFORT COUNTY AND ITS AGENTS ASSUME NO LEGAL RESPONSIBILITY FOR THE ACCURACY OF INFORMATION DEPICTED ON THIS MAP.



**Schooner Point Homeowners' Association
100 Schooner Point
Belhaven, NC 27810
September 13, 2023**

Mr. Frankie Waters
County Commissioner

Subject: Schooner Point Address Changes

Sir,

Thank you once again for taking the time to discuss the Schooner Point Subdivision address changes currently proposed by the County. As we discussed, I am submitting this request, as the Vice President of the Schooner Point Home Owners Association, on behalf of all 32 lot/home owners, asking that we maintain our current addresses.

Though I understand the explanations and discussion, provided by Mr. Alligood, for the change, we are not convinced that emergency service activities (police, fire, EMS) will be negatively impacted by maintaining our current addresses. Those same services have been effectively provided to this subdivision since its inception.

Also, there was absolutely no opportunity for input on this action prior to receiving the county's implementation letter. The residents should have been afforded the opportunity to discuss and provide input on such a possible significant change. The County Commissioners were also not provided an opportunity to discuss the change prior to implementation. I submit that both of these actions, residents and County Commissioner input, should have occurred prior to implementation.

As a recommended path forward, and as discussed with Mr. Alligood, maybe the best solution is to have the current Schooner Point address numbers in the "Emergency Management System" as an active address and the inactive address for each lot could be the new proposed address number. This action will support Schooner Point Home/Lot owners' desires, as well as, addressing requirements found in the Beaufort County Road Naming and Addressing Ordinance.

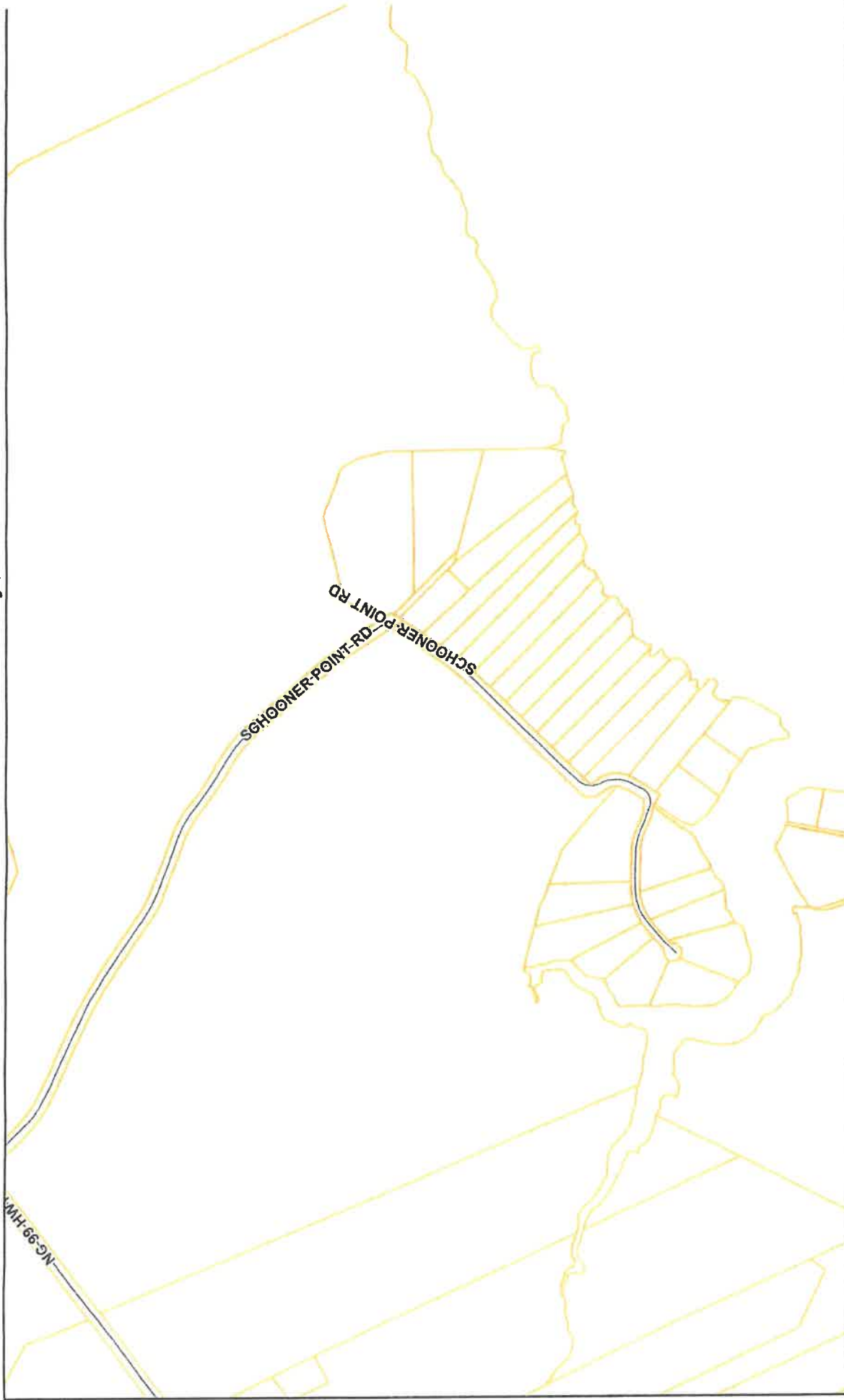
Any assistance in support of maintaining our current and long-standing addresses would be greatly appreciated.

I look forward to hearing from you on this action.

Sincerely,

Mike Bishop
VP/Treasurer, Schooner Point Home Owner Association
443.624.1369

Beaufort County, NC



9/25/2023, 3:20:33 PM

Parcels

Centerlines

Condos_Leaseholds

US/NC Highways

1:9,028

0 0.05 0.1 0.2 0.2 mi

0 0.1 0.2 0.2

Esri Community Maps Contributors, State of North Carolina
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoT
Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

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

BEAUFORT COUNTY ROAD NAMING AND ADDRESSING ORDINANCE

WHEREAS a consistent and coherent building numbering system for Beaufort County is necessary for public safety purposes and to facilitate emergency services, to eliminate confusion for citizens and visitors to Beaufort County, to facilitate orderly and comprehensive mail delivery, and to establish a constant and permanent address for Beaufort County citizens.

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

SECTION I. IN GENERAL

- A. Title. This Ordinance shall be known and may be cited as the "Beaufort County Addressing Ordinance".
- B. Purpose and Intent. The purpose and intent of this Ordinance is to provide a uniform system of road addresses for all properties and buildings throughout the County in order to facilitate provision of adequate public safety and emergency response services and to minimize difficulty in locating properties and buildings for public service agencies and the general public.
- C. Definitions. The following words and phrases when used in this Ordinance shall have the meanings respectively ascribed to them in this Article:
 1. Address Administrator: Shall mean the Beaufort County Planning Department, charged with the administration of this ordinance, including their authorized agents or delegates.
 2. Board of Commissioners: Shall mean the Beaufort County Board of Commissioners.
 3. Building: Shall mean any structure whether residential, commercial, industrial, or institutional in nature and use. When a structure is divided by walls from the ground past the roof ridge (in accordance with the North Carolina Building Code) without openings to the outside, the building inspector may deem each portion of such building as a separate building.
 4. County: Shall mean Beaufort County, a body politic and corporate of the State of North Carolina.
 5. Driveways: Shall mean a private way, beginning at the property line of a lot or tract of land abutting a public or private road or other easement. A driveway may not serve more than a single lot unless it runs along a line shared by two (2) lots or tracts and serves no more than (2) lots or tracts which face a named road.
 6. Manufactured Home Park: Shall mean that definition as identified in the Beaufort County Manufactured Home Park Ordinance.
 7. Official Road Names: Includes alphabetic or alpha-numeric identifier; road type; and may also include a cardinal direction (i.e. north) or cardinal number (i.e. 1st), as approved by the County and which is on file with the Beaufort County

Building Inspection Department.

8. **Private Road:** Shall mean any road which serves three (3) or more addressed buildings and is not maintained by a governmental entity or agency through the use of public funds.
9. **Public Road:** Shall mean any road or street which is maintained by a governmental entity or agency through the use of public funds.
10. **Road Address:** Shall mean the combination of numbers and road name assigned by Beaufort County which uniquely identifies a particular Building or lot.
11. **Subdivision:** Shall mean that definition as identified in the Beaufort County Subdivision Ordinance.

SECTION II. ROAD NAMING AND PETITIONING PROCESS

- A. The road names on file with the Beaufort County Building Inspection Department are hereby declared the official names of such roads, unless changed by action of the Board of Commissioners. The Address Administrator is hereby authorized to determine the need for road name changes and to recommend such changes to the Board of Commissioners.
- B. When a third building is erected along a driveway or easement, the easement will then meet the County's definition of a private road and will require a road name which shall be adopted under the road name petition process described below.
- C. No new public or private Roads shall be named without review and recommendation of the Address Administrator and approval of the Board of Commissioners.
- D. The name of any new road or road to be renamed whether it is public or private, shall not (1) duplicate or be similar to any other road name within the county or a zip code that crosses the county line, or (2) should not have a high probability of theft which would cause a repeated cost to replace road name signs. This shall not apply to the extension of any roads.
- E. New subdivision roads, whether public or private, shall be named when created through the subdivision approval process.
- F. The name of a Private Road shall be commonly known to the community. In the event there are two or more recommendations of names, the County will recognize the name preferred by a majority of the property owners who adjoin the road subject to the provisions of this ordinance. If the road name cannot be agreed upon by the majority of land owners or they refuse to name the road, it will be named by the Beaufort County Address Administrator.
- G. Property owners who want to rename a currently existing road name must submit a petition to the Address Administrator for verification. The Address Administrator will make recommendations to the Board of Commissioners after the following criteria have been met:
 1. \$25.00 fee for each road shall accompany any petition requesting that an existing road name be changed.
 2. The petition should include the existing road name, the proposed road name, and the signatures of a majority of those persons owning property which adjoins the road.

3. The Address Administrator shall request a public hearing date to be set by the Board of Commissioners, which shall cause the same to be advertised pursuant to N.C.G.S. §153A-239.1.
4. In the event the Address Administrator and Board of Commissioners approve the request, the petitioners shall be required to reimburse the County for the cost of purchasing and erecting new signs, and removal of old signs.

SECTION III. ADMINISTRATION AND APPLICATION

- A. The Address Administrator, or his designee, will be responsible for the interpretation and administration of this Ordinance, including, but not limited to:
 1. Assigning all numbers for properties and buildings.
 2. Maintaining address records of each property and building.
 3. Recommending any changes of existing addresses when necessary; to facilitate sequential Building numbers along a road.
 4. Designing individual unit addresses within any multiple housing units in conformity with this Ordinance.
 5. Assisting the public in complying with the requirements of this Ordinance.
 6. Any other activities necessary for the interpretation and administration of this Ordinance.
- B. Road address numbers will be assigned using the Beaufort County Addressing System listed in Appendix A.
- C. This Ordinance shall apply to all areas of the County not within a municipality and in those municipalities which adopt this Ordinance.

SECTION IV. DISPLAY OF ROAD ADDRESS NUMBERS

- A. Road Address numbers shall be clearly displayed so that the location can be easily identified from the road, in accordance with the following criteria:
 1. The official address number shall be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road which it is addressed during both day and night.
 2. In addition, if the building is more than seventy five (75) feet from any road, the address number shall be displayed at the end of the driveway nearest the road which provides access to the building, in a manner that clearly identifies the entrance to the building.
 3. At the adoption of this ordinance, new numerals indicating the address number of a single family dwelling shall be at least four (4) inches in height. All numerals shall be posted and maintained so as to be legible from the road.
 4. Numerals for multiple dwelling units and non-residential buildings shall be at least six (6) inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road. Individual units are required to display unit numbers at least three (3) inches in height on the front door or immediately adjacent to the front door.
 5. Numerals must be of a contrasting color to the background. Address numbers should be plain block numeric numbers and not in script. Reflective material is required for all new numbers after the adoption of this ordinance.
 6. On corner lots, the house number should face the street named in the address.

7. Manufactured home and other non-permanent dwelling unit lots located in a Manufactured Home Park shall have sequential address numbers throughout the Park. Each lot will have a separate address number assigned. The address number of each lot must be clearly displayed on the lot so as to be legible from the road.
- B. The Address Administrator will have the authority to authorize and approve alternate methods of displaying road address numbers which meet the intent of this Ordinance when strict adherence to these standards cannot be reasonably met.
- C. Appeals from the Address Administrator's review under Paragraph B above may be directed to the County Manager for submission to the Board of Commissioners. Each review request or appeal shall be in writing and addressed to the appropriate authority.

SECTION V. PRIVATE PROPERTY & PUBLIC DATA

During the period of addressing operations within the County, the Address Administrator, his designee or a contractor(s) as appointed by the County, shall have the right to enter upon, travel, measure, and inspect all private roadways and driveways to record information about all inhabitable structures within the County for the purpose of determining, assigning, and notifying the inhabitants thereof of such assigned addresses.

SECTION VI. ROAD NAME SIGN STANDARDS

All Officially Named Roads, for which this ordinance applies, shall be identified with an approved road sign. Road signs shall comply with the following standards:

- A. Road name signs for officially named roads must be installed at all road intersections, including private roads.
- B. Road name signs for officially named roads shall be uniform throughout the county in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways.
- C. Nonstandard road name signs (including those which cause confusion or a public safety issue) are not allowed within designated right of way or easements.
- D. Only those names approved by the Addressing Administrator and as listed in the Official Road Name List shall be displayed at private roadway intersections.
- E. Road name signs must display the official name, initial address number, and, if applicable the secondary road number.
- F. If the street is private, the street sign and/or sign pole shall bear the designation for private, i.e., "Pvt." Or "Private."
- G. Owners and/or developers of subdivision roads are responsible for the purchase of road sign(s) at a cost established by the Board of Commissioners and collected by the county Planning and Inspections Department. This fee will be established in the Beaufort County annual fee schedule. Upon payment, the road name will become an official road name of record with the Building Inspectors Office. The County will purchase and erect the road name signs in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways.

- H. When a request for a replacement sign is made for a road which is not an officially named road, the road name must go through the road name petition process as described in SECTION II and become an officially named road in order to be granted a new sign.

SECTION VII. ENFORCEMENT

- A. No building permit shall be issued until an official road address number has been assigned for a lot. The record plat of any subdivision must show the address for each lot created or recorded.
- B. No Certificate of Completion or Certificate of Occupancy will be issued by the Building Inspection Department until the road address numbers are properly displayed.
- C. No person may display or cause to be displayed on any Building, any number other than the number assigned by the Address Administrator.
- D. No person may remove, obliterate, conceal, or destroy, any number or sign displayed in accordance with this Ordinance.
- E. Those owners of Buildings which do not comply with this Ordinance will be notified and requested to meet the requirements within sixty (60) days from the date of notification. A second notice will be issued after the sixty (60) days if the requirements have not been met. If the owner does not comply voluntarily with this Ordinance within thirty (30) days of receiving the second notice, enforcement action pursuant to Chapter 153A of the North Carolina General Statutes may be initiated.
- F. Any property owner who violates or fails to comply with any or the provisions of this ordinance shall be subject to a civil penalty of fifty dollars (\$50.00) per violation. Each day of continuing violation shall constitute a separate violation.
- G. The Beaufort County Fire Marshal's Office (or its designee), shall make written notice and demand for payment upon the person under the violation and shall set forth in detail a description of the violation for which the penalty has been imposed.

SECTION VIII. PREVIOUS ORDINANCES NULL AND VOID

This Ordinance shall supersede and replace all previously adopted Beaufort County Road Name and Addressing Ordinances or portions thereof.

SECTION IX. AMENDMENTS

The Board of County Commissioners may amend this Ordinance, but no amendment shall become effective unless it shall have been proposed by or shall have been submitted to the Planning Board for review and recommendation.

No amendment shall be adopted by the governing body until they have held a public hearing on the amendment and the provisions of N.C.G.S. §153A-239.1 are complied with.

SECTION X. SEVERABILITY

Should any provision of this Ordinance be ruled invalid, all other parts shall remain valid.

SECTION XI. EFFECTIVE DATE

This Ordinance shall be effective at the date that it is passed and from that date until such time as the County chooses to amend or repeal it.

Passed this 10th day of February, 2020.

BY: s/s George E. Van, Chairman
BEAUFORT COUNTY BOARD OF COMMISSIONERS

ATTEST: s/s Rachel Mose, Clerk to the Board
BEAUFORT COUNTY BOARD OF COMMISSIONERS



APPENDIX A

The Beaufort County addressing system is based upon a calculated street address which uses:

1. The measured distance along the roadway from an intersection or its origin to the property to be addressed; and
2. The side of the roadway on which the property is situated.

Individual addresses will be the product of the division of the measured distance along the roadway by the number 5.28 so that every address will reflect the mileage along the roadway. For example, an address of 1600 will be located 1.6 miles along the roadway. Numbers will be assigned with at an interval of no less than 26.4 feet to insure adequate number progression. Numbers will be assigned on the left side of the roadway, as one would stand with their back towards the beginning point.

All inhabitable structures will be addressed. Structures which are obviously facing a named road will be addressed with respect to that roadway. Addresses will be assigned based upon the measured distance to the front door of the structure. Buildings which are more than 75 feet from the roadway will be addressed based upon the measured distance to the center of the driveway to the structure.

No letter characters will be used in assigning addresses except in the case of individual units situated within a multi-family structure. In such cases the entire multi-family structure shall have an individual numeric address assigned in accordance with this Ordinance.



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Presenter: Brian M. Alligood, County Manager

Agenda Title: State and Local Cybersecurity Grant Program (SLCGP)

Summary of Information: Beaufort County applied for and received a State and Local Cybersecurity Grant from the NC Department of Public Safety. This grant will help provide additional cybersecurity measures, training, and assessment for the County's IT system. The award amount is \$100,000. A local match of \$26,583.20 is being provided through existing IT funds in the FY 23-24 budget that will be used to replace our firewall. This was a planned and budgeted expenditure. The performance period of the grant is December 1, 2022, to February 28, 2026. No additional County funds are needed for this grant.

Attached is a copy of the grant MOA and the project ordinance for consideration.

Alternatives:

Fiscal Impact: Existing budgeted funds only. No additional funds needed.

Submitter Recommendations/Motions: Approve the attached MOA and project ordinance for the State and Local Cybersecurity Grant Program award.

Attachments:

1. State and Local Cybersecurity Grant Program MOA
2. Project Ordinance

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
STATE & LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP)
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2023-2024**

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

Section 1. The SLCGP Grant Project is established to develop, implement, and/or revise cybersecurity plans, improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

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

REVENUES:

160-3740-439810	Transfer from General Fund	\$ 26,584
160-3740-449650	SLCGP Grant Revenue	<u>100,000</u>
	TOTAL	\$ 126,584

EXPENSES:

160-4135-519901	Planning	2,500
160-4135-519921	Organization	5,000
160-4928-540000	Equipment Purchase	104,084
160-4928-559910	Training	10,000
160-4928-559931	Exercises	<u>5,000</u>
	TOTAL	\$ 126,584

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

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

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

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

This the 2nd day of October, 2023.

Chairman

Attest:

Clerk

Budget Amendment Request

Date of Request: 10/2/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9800-598160	TRANSFER TO IT PROJECT FUND	26,584	
10-4135-538000	IT-COMPUTER SOFTWARE/SUPPORT		26,584

State Position No. _____

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

State and Local Cybersecurity Grant Program (SLCGP)
Fiscal Year 2022

AL#: 97.137

Grant #: EMW-2022-CY-00006

Memorandum of Agreement (MOA)

between

RECIPIENT

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT

Beaufort County
132 W. 2nd St.
Washington, NC 27889
Tax ID/EIN #: 56-6001521A
UEID #: Q14JUM5NZQ43

MOA #: 2280075

Cost center: 1502-7200-3HE2

Award amount: \$100,000.00

Period of performance (POP): December 1, 2022 to February 28, 2026

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.fema.gov/state-and-local-cybersecurity-grant-program) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2022 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 SLCGP [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in [N.C.G.S. 159-44](#) as: “counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.” Community colleges are included in the definition of local government entities for purposes of FY22 SLCGP per [N.C.G.S. 143-800\(c\)\(1\)](#). Federally recognized tribes are also included as eligible local government pass-through entities per the FY22 SLCGP [NOFO](#).

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.
- D. Complete any procurement(s) and expenditures no later than 02/28/26.
- E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.E. below.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT’s RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/26, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 09/01/23 - 02/28/26. Grant funds will be

disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$100,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. SUBRECIPIENT must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7200-3HE2 in the North Carolina Accounting System (NCAS). See SUBRECIPIENT paragraph 9.E.

- B. Required Documents/Forms.** SUBRECIPIENT must submit the following [documents](#) to RECIPIENT (slcgp@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):

- i. [W-9 \(09 NCAC 03M .0202\)](#)
- ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- iii. [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)
- v. SUBRECIPIENT Procurement Policy

- C. Annual Progress Reports.** Provide annual progress reports to RECIPIENT (slcgp@ncdps.gov) using the Annual Progress Report form (Attachment 2) by: 07/31/24; 07/31/25; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.E. below.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.

- D. Nationwide Cybersecurity Review (NCSR).** SUBRECIPIENT is required to complete the [NCSR](#), administered by the [MS-ISAC](#), during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Four NCSRs are required as follows, even if the project is completed prior to 2026:

- The first NCSR for 2023 is required to be completed between 10/01/2023 and 02/28/2024.
- The second NCSR for 2024 is required to be completed between 10/01/2024 and 02/28/2025.
- The third NCSR for 2025 is required to be completed between 10/01/2025 and 02/28/2026.

- The fourth NCSR for 2026 is required to be completed between 10/01/2026 and 02/28/2027.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- SUBRECIPIENT is required to certify CHS compliance and provide proof of CHS compliance upon request of RECIPIENT.

7. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available cybersecurity activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. Scope of Work

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- Annual reports, per paragraph 6.C. above.
- Annual NCSR, per paragraph 6.D. above.
- CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- Training course roster, description, and syllabus.
- All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - Date product received or service provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount of eligible expenditures.
 - Copy of executed contract/subcontract agreement (if applicable).
 - Proof of payment of expenses associated with the project.
- Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.
- E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.E.).

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 30 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 SLCGP Grant Program funds in accordance with the FY2022 SLCGP NOFO, the grant application, and this MOA.
- C. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 SLCGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2023 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
 - iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
 - v. Conflicts of Interest. See paragraph M.iii. below.
 - vi. Complete all procurement by February 28, 2026.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in

pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the [Suspension of Funding List](#) (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See [2 CFR 200.332\(a\)](#).
- G. Requests for Reimbursement (RFR). Submit RFR for items or services received to: slcgp@ncdps.gov. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.
- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT's central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
 - i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to [2 CFR 200.475](#) for travel costs.
 - ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
 - iv. Audit findings and corrective action plans.

- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant.
 - ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
 - iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
 - iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
 - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
 - viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT (SLCGP@ncdps.gov) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred, or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- K. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.

- L. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- M. **Conflicts of Interest.**
- i. **State Law.** Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. **Federal Law – Grant Administration.** Per 2 CFR 200.112 and the 2023 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. **Federal Law – Procurement.** Per 2 CFR 200.318 and the 2023 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- N. **Environmental Planning and Historic Preservation (EHP) Compliance.** Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.
- O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words "Funded by US Department of Homeland Security".
- P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 SLCGP NOFO and Subaward Notification.
- Q. DHS Standard Terms and Conditions

SUBRECIPIENT must comply with all applicable provisions of the FY22 [DHS Standard Terms and Conditions](#) (Attachment 5). This applies to all new federal financial assistance awards funded in FY22. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY22 DHS Standard Terms and Conditions is housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

- R. **Closeout Reporting Requirements.** In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY22 [DHS Standard Terms and Conditions](#) (Attachment 5), incorporated by reference herein, for the performance of the activities.

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the [North Carolina Tort Claims Act](#). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

14. Construction, Renovation, and Infrastructure Projects

All construction and renovation projects require [EHP](#) review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to slcgp@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any SLCGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

- A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

B. Build America, Buy America Act (BABAA)

If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the Build America, Buy America Act (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

15. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point(s) of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contacts shall be: Assistant Director for Homeland Security, Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point(s) of contact shall be the person(s) designated by SUBRECIPIENT in the approved application (Attachment 1), unless otherwise specified by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 SLCGP NOFO referenced herein.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S.

Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>. Guidance for Department-Supported Organizations to Provide Meaningful Access to People with Limited English Proficiency | Homeland Security CRCL announced that DHS has published new Guidance for recipients of DHS financial assistance in the Federal Register.

G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

H. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

I. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act

Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

26. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

27. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

28. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2022, to the end of the POP.

29. Statement of Assurances

SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (slcgp@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

30. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

31. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

32. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2026. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 SLCGP [NOFO](#) referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 12/01/2022 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

All attachments to this MOA are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Annual Progress Report Form
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 FY22 [DHS Standard Terms and Conditions](#)
 - Attachment 6 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

By: William Ray
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

Date: 9/20/2023 | 12:53:29 EDT

For SUBRECIPIENT:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

By: Will Polk
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Date: 9/20/2023 | 12:23:08 EDT

Attachment 1

2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) Application

To submit this application, rename the file to this format: [county/agency] "2022 SLCGP Grant Application" and forward to slcgp@ncdps.gov.

Organization

Legal name:
Street:
City: Zip Code:
County:
EIN:
UEID:

Organization Type: ☒ Local Government ☐ Tribe ☐ State Agency ☐ Community College

Rural Community: ☒ Yes ☐ No
(population < 50,000)

Point of Contact

Name: Title:
Email: Phone:

Project Manager

Name: Title:
Email: Phone:

Financial Officer

Name: Title:
Email: Phone:

Authorizing Official

Name: Title:
Email: Phone:

Project InformationTitle: **Security upgrades and documentation**Purpose: **Provide better security and documentation and ability to react proactively to threats and attacks**Project Objective:
(select one)

- ☒ Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- ☐ Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- ☐ Implement security protections commensurate with risk.
- ☐ Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Required ElementsAddressed:
(check all that apply)

- ☒ Manage, monitor, and track information systems, applications, and user accounts.
- ☒ Monitor, audit, and track network traffic and activity.
- ☒ Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- ☒ Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk.
- ☒ Adopt and use best practices and methodologies to enhance cybersecurity.
- ☐ Transition to a .gov internet domain.
- ☒ Ensure continuity of operations including by conducting exercises.
- ☒ Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)
- ☒ Ensure continuity of communications and data networks in the event of an incident involving communications or data networks
- ☒ Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- ☒ Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department
- ☒ Leverage cybersecurity services offered by the Department
- ☒ Implement an information technology and operational technology modernization cybersecurity review process
- ☒ Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats
- ☒ Ensure rural communities have adequate access to, and participation in, plan activities
- ☒ Distribute funds, items, services, capabilities, or activities

Project Requires an Environmental Planning & Historic Preservation (EHP) Assessment :

☐ Yes ☒ No

Project and Budget Narrative

Project Narrative

To develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations. To get a better insight into our networks and provide the necessary equipment to prevent and remediate cyber attacks.
To replace current aging firewalls with firewalls with better cyber security.

Investment Strategy

Invest in hardware and tools to aid in the monitoring of our networks and Active Directory to improve capabilities to prevent and respond to cybersecurity incidents and ensure continuity of our operations. We currently have the National Guard do a Cyber Security Assessment once per year, paid for by NC-DIT.

Collaboration

Beaufort County works with the NCDIT that provides our WAN and phone services. Beaufort County participates in the NCANG cyber security audits provided through NCDIT. Beaufort County IT personnel receive the NC DIT ESRMO MS-ISAC Cybersecurity notifications. We work with and through NCDIT to work with other agencies to protect and respond to acts of cybercrime and reduce the overall impact.

Budget Narrative

The County will pay for the main campus and secondary campus firewall replacement as a local match to the grant. This is a total of \$29,083.20 as a local match or 23% of the total proposed grant. The proposed grant amount from NCEM is \$97,500.

Milestone timeline for individual activities

2023	2024	2025	2026
Install Network Hardware	maintain hardware	maintain hardware	maintain hardware
Install AD monitor Tools	maintain software	maintain software	maintain software
Install NetMonitor tools	maintain software	maintain software	maintain software
Train Personnel	ongoing training	ongoing training	ongoing training
Documentation	Documentation	Documentation	Documentation

Impact/Outcomes

Improved security from the edge to the endpoint. Better documentation of Network and Endpoints. Better insight into change management, patch management, system security and event management for entire network to include AD Network. Safer Edge (firewall) capabilities.

Planning/Organization/Training/Exercises Costs

<u>Expenditure Area</u>	<u>Description</u>	<u>Total Cost</u>
Planning	Plan the implementation and documentation	2,500.00
Organization	Implement and document network upfront and ongoing	5,000.00
Training	Annual training for personnel	10,000.00
Exercises	Run cyber attack simulation exercises quarterly	5,000.00

Equipment Costs

<u>Qty</u>	<u>AEL #</u>	<u>Description</u>	<u>Total Cost</u>
1	05NP-00-FWAL	Main Campus Firewall replacement w 3 year support	23,244.00
1	05NP-00-FWAL	Secondary Campus (across vpn tunnel)Firewall w 3 year support	5,839.20
1	05NP-00-SCAN	Tenable-SC network Monitoring Tools 3 years (includes Nessus)	39,000.00
1	05NP-00-SIEM	Tenable AD 3 years	36,000.00

Funding Summary

<u>Expenditure Area</u>	<u>Total Cost</u>
Planning	2,500.00
Organization	5,000.00
Equipment	104,083.20
Training	10,000.00
Exercises	5,000.00
Total	126,583.20

Additional Information

Beaufort County currently has current Barracuda Web Gateway Appliance as well as Secureworks iSensor between internal and external network. Internal and external scanning is limited and we do need better ongoing insight into the AD servers and other hosts on our network. the secondary site listed is connected by a vpn site to site tunnel and shares the AD

Acknowledge the following statements (check all eight, or application will be considered incomplete):

- ☒ This application includes complete and accurate information.
- ☒ Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental Planning & Historic Preservation (EHP) form.
- ☒ Projects with funds allocated for Emergency Communications must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the NC State Interoperability Executive Committee (SIEC) to ensure interoperability and long-term compatibility.
- ☒ Receiving SLCGP funding requires annual Nationwide Cybersecurity Review (no cost) and signing-up for required cyber hygiene services as specified in the SLCGP NOFO .
- ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Authorized Equipment List.
- ☒ Submission of the project proposal does not guarantee funding.
- ☒ Entities must be able to sustain capabilities once SLCGP funds are no longer available.
- ☒ Any person who knowingly makes a false claim or statement in connection with this application may be subject to civil or criminal penalties under 18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C. section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act).

Sensitive Information (certify this statement only if applicable):

- ☐ Check this box if this application includes or contains “security features of electronic data processing systems, information technology systems, telecommunications networks, or electronic security systems, including hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes” that you certify is not subject to public release per N.C.G.S. 132-6.1(c).

If you check this box, it is recommended that you submit this application via encrypted email and/or password protect this PDF file before submitting it (send file and password in separate emails). Consult your IT professionals for guidance on email encryption and/or password protection if needed.

Attachment 2

Annual Progress Report**FY 2022 SLCGP****Subrecipient:** Beaufort County**MOA #:** 2280075**Grant award amount:** \$ 100,000.00

Complete the funds-expended blanks, activities status, and submission information for annual period indicated below. Return the completed form to your grants manager.

Annual	☐ 12/01/22 – 06/30/24 (due 07/31/24) ☐ 07/01/24 – 06/30/25 (due 07/31/25) ☐ 07/01/25 – End of POP (due 03/31/26, unless POP extended)	
FY22 SLCGP funds expended prior annual periods	Click or tap here to enter text.	
FY22 SLCGP funds expended this annual period	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to SLCGP@ncdps.gov

Attachment 3

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 4



NC Department of Public Safety

EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

MEMORANDUM

TO: Derek Dorazio

FROM: Greg Hauser

DATE: June 12, 2023

SUBJECT: Requirements for Grant Funded Communications Equipment

To align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the North Carolina State Interoperability Executive Committee (SIEC) requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance meet requirements. These sources of funding include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP). The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) and State and Local Cybersecurity Grant Program (SLCGP) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable, where applicable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must appear on the current VIPER Approved Radio List, and have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the SIEC on June 6th, 2021.



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Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
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If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist>.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing or subscribing to software, it must be identified on the attached "List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. Written permission **must** be obtained from all system administrators authorizing the intended use of the gateway device on the system. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

Items not included or referenced in this document must be clearly identified to ensure that interoperability, physical security, and cybersecurity priorities are followed. Examples include, but are not limited to:

- Smart device applications that integrate into first responder communications networks
- Infrastructure equipment that allows for the integration of smart device applications
- Equipment that uses shared radio frequency (RF) spectrum to create mesh networks

Questions can be directed to the SIEC via the NCEM Communications Branch for passage to the SIEC Chair and Vice-Chair.

WR/gh

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Attachment 5

Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the [DHS/FEMA website](#). In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.



For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of



FEMA

Page 2 of 4

performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by [2 C.F.R. section 200.308](#).

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under [2 C.F.R. section 200.308\(f\)](#) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under [2 C.F.R. section 200.308\(h\)\(5\)](#) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first [Federal Financial Report \(SF-425\)](#) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



6. Indirect Cost Rate

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



FEMA

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Attachment 6

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements and Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements and Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Register of Deeds Report

Summary of Information: Commissioner Richardson is requesting to discuss the following information from the Register of Deeds:

- To clarify the date when we stopped having hard copy files of deeds.
- The fact that we do not have book storage space on the first floor of the Register of Deeds Office.

Submitter Recommendations/Motions: Discussion.

Attachments:

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**Beaufort County
Agenda Abstract**

Meeting Date: 10/2/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: 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. He is also asking who specifically grants internet and cable TV franchises in North Carolina.

Submitter Recommendations/Motions: Discussion.



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

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 and other public meetings.

Submitter Recommendations/Motions: Discussion only.

Attachments:
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Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Resolution Opposing Liquor Sales on Sunday

Summary of Information: Commissioner Richardson would like the Board to consider approving a resolution that opposes all liquor sales on Sunday.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Resolution - Defense of these United States Sovereign Borders

Summary of Information: Commissioner Deatherage would like the Board to consider approving the following resolution entitled "Resolution in Defense of These United States Sovereign Borders".

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

Attachments:

Resolution in Defense of these United States' Sovereign Borders

Whereas, history teaches us that no nation can continue to exist if it does not defend its sovereign borders against the invasion of an unknown entity that is seeking to secure permanent space within the body of a Good People of a Constitutional Republic, who are intended to be self-governed by the Rule of Law, evenly applied, and;

Whereas, on January 20, 2021, the Biden /Harris ended a variety of effective executive orders enacted by the previous president, Donald John Trump, that were increasingly successful in limiting the rush of Illegal Immigration, by instituting their own *Proclamation on Ending Discriminatory Bans on Entry to The United States*, an executive order completely ambivalent to the Rule of Law, whose very title succinctly states the intended purpose of the Biden Administration's Open Southern Border Policy, and;

Whereas, since January 20, 2021, the Biden /Harris Open Border Policy has worked as an accessory, and in tandem with the ambitions of all criminal activities desirous of Mexican Drug and Human Trafficking Cartels, those nefarious evils of criminality include, but not limited to: the Human /Sex Slave Trafficking, including Minors; the deadly Distribution of Fentanyl within our United States Borders; the welcoming of Known Terrorists into the societal fabric of unsuspecting American Citizens; all an inconvenient consequence of the promotion of this Biden /Harris created Invasion of Illegal Immigrants, their expressed intention to destroy the demographic quality of our American society, to tear asunder our Constitutional Republic, and;

Whereas, as this invited Invasion of Illegals has hit historic proportions, whereby southern border towns and counties are inundated by a non-interdicted flow of Illegal Migrants, contrary to the enforcement of congressional United States Immigration Laws, real legislated laws temporarily rendered inactive by executive fiat; many of these Southern Border counties, cities and states are choosing to constitutionally migrate small quantities of Illegals far away from their overrun locations to Sanctuary cities, counties and states, of which these Illegal Migrants are effectively becoming an ironic, unwelcome addition to these formerly professed "inclusive" communities, and

Whereas, the struggle to provide safety to our citizens from this undeterred flow of Illegals under the Biden /Harris Open Southern Border Policy, coupled with the cost to provide services to these unlawful entrants upon our land, not least of which, the increasingly expensive strain on a failing public education system, has yet to fully present that abundant and expanding cost to the American People, and;

Whereas, the good people, the taxpayers of Beaufort County will not evade these additional costs to those services rendered, as we, too, will become a "Border County" in due time, whose citizens will be forced to also fund and endure this errant, unwise and unconstitutional Open Border Policy of the Biden /Harris Administration, therefore;

Be it Resolved, that the Beaufort County Commissioners do hereby formally demand that all congressional laws regarding enforcement of legal immigration no longer yield to the whim of the arbitrary and capricious Executive Orders of the Biden /Harris Administration, and that the will of the People's Laws be enforced as codified by the Legislative Branch, as is the constitutional duty of this Executive Branch to enforce.

Adopted this 2nd day of October, 2023.

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Written by Beaufort County Commissioner Stan Deatherage to be ratified on October 2, 2023, and transmitted by email to all remaining 99 North Carolina counties, to all members of the North Carolina General Assembly, and to all members of the North Carolina congressional delegation.



Beaufort County Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Closed Session

Presenter: David Francisco, County Attorney

Agenda Title: Closed Session – Atty/Client Privilege and Personnel

Summary of Information: A closed session is requested under NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. The closed session will also include a personnel matter which is covered under NCGS 143-318.11(a)(6).

Submitter Recommendations/Motions: Enter into closed session under the attorney-client privilege exception, NCGS 143-318.11(a)(3), and under the personnel exception, NCGS 143-318.11(a)(6).

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 10/2/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments:

