

**Beaufort County Board of Commissioners**  
**Monday, November 6, 2023, Agenda**  
**136 W 2<sup>nd</sup> Street, Washington, NC 27889**

|                                                                                                  |            |         |
|--------------------------------------------------------------------------------------------------|------------|---------|
| <b>A) Call to Order – Chairman Waters</b>                                                        |            | 5:30 PM |
| <b>B) Pledge of Allegiance</b>                                                                   |            |         |
| <b>C) Conflict of Interest Disclosure Statement</b>                                              | <b>3</b>   | 5:35 PM |
| <b>D) Approval of Agenda – Chairman Waters</b>                                                   |            |         |
| <b>E) Items for Presentation</b>                                                                 |            |         |
| 1. Service Awards Presentation – Deloris Creasman, Human Resource Director                       | <b>4</b>   | 5:40 PM |
| 2. Veteran’s Day Resolution – Brian Alligood, County Manager                                     | <b>5</b>   | 5:45 PM |
| 3. Operation Green Light For Veterans Resolution – Brian Alligood, County Manager                | <b>8</b>   | 5:50 PM |
| <b>F) Public Comments</b>                                                                        | <b>11</b>  | 5:55 PM |
| <b>G) Legislative Updates for Elected Officials</b>                                              | <b>12</b>  | 6:00 PM |
| <b>H) Items for Consent</b>                                                                      |            | 6:05 PM |
| 1. Surplus, Tax Collector – Wyn Kinion, Tax Collector                                            | <b>13</b>  |         |
| 2. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector      | <b>14</b>  |         |
| 3. Late Applications for Tax Relief – Lloyd Salter, Tax Assessor                                 | <b>22</b>  |         |
| 4. Disaster Preparedness Grant, Electronic Message Board – Chris Newkirk, Emergency Services     | <b>24</b>  |         |
| 5. Approval of Reviewed Water Shortage Response Plan – Christina Smith, Public Works Director    | <b>26</b>  |         |
| 6. K9 Purchase Agreement – Brian Alligood, County Manager                                        | <b>48</b>  |         |
| 7. Approval of Board Minutes – Katie Mosher, Clerk to the Board                                  | <b>54</b>  |         |
| <b>I) Public Hearing and Item for Decision – Planning Department</b>                             |            |         |
| 1. Petition to Name a Road, Clearwater Drive – Joshua Hollis, Planner                            | <b>220</b> | 6:10 PM |
| 2. Petition to Name a Road, Edgewater Park – Joshua Hollis, Planner                              | <b>224</b> | 6:15 PM |
| <b>J) Item for Discussion – Register of Deeds</b>                                                |            |         |
| 1. Register of Deeds Reports – Carolyn Garris                                                    | <b>229</b> | 6:20 PM |
| <b>K) Item for Discussion – Sheriff’s Office</b>                                                 |            |         |
| 1. 12 SRO Positions – Sheriff Scott Hammond, Sheriff’s Office                                    | <b>230</b> | 6:30 PM |
| <b>L) Items for Decision – Public Works</b>                                                      |            |         |
| 1. Request for Funding for Aurora Medical Clinic Improvements – West Overman, Public Works       | <b>231</b> | 6:35 PM |
| 2. Request for Additional Funding for Solid Waste Site Improvements – West Overman, Public Works | <b>236</b> | 6:40 PM |
| <b>M) Item for Decision – Economic Development</b>                                               |            |         |
| 1. NC Railroad Company Build Ready Sites Grant – Brad Hufford, Economic Development Director     | <b>239</b> | 6:45 PM |
| <b>N) Item for Decision – Finance Office</b>                                                     |            |         |
| 1. Surplus Funding, School Facility Study – Anita Radcliffe, Chief Finance Officer               | <b>253</b> | 6:50 PM |
| <b>BREAK .....</b>                                                                               |            | 7:00 PM |

**O) Items for Discussion – Commissioner Hood Richardson**

- |                                                                         |            |         |
|-------------------------------------------------------------------------|------------|---------|
| 1. Ankle Bracelet Program – Commissioner Richardson                     | <b>255</b> | 7:15 PM |
| 2. Information Request from Register of Deeds – Commissioner Richardson | <b>257</b> | 7:20 PM |
| 3. State Pay Plan Adjustments – Commissioner Richardson                 | <b>261</b> | 7:25 PM |
| 4. School Topics/Teachings – Commissioner Richardson                    | <b>262</b> | 7:30 PM |

**P) Item for Decision – Commissioner Stan Deatherage**

- |                                                                                                                              |            |         |
|------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| 1. Resolution of Acceptance and Dedication to the Ideal of School Choice and its Evolving Success<br>Commissioner Deatherage | <b>263</b> | 7:35 PM |
| 2. Community Schools Discussion – Commissioner Deatherage                                                                    | <b>264</b> | 7:40 PM |

**Q) Closed Session, Atty/Client Privilege and Personnel** **265** 7:45 PM

**R) Commissioner Comments** **266** 7:55 PM



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

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

**Agenda Title:** Conflict of Interest Disclosure Statement

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

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

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

**Submitter Recommendations/Motions:**

**Attachments:**



## Beaufort County Agenda Abstract

**Meeting Date: 10/2/2023**

**Agenda Section:** Item for Presentation

**Presenter:** Deloris Creasman, Human Resources

**Agenda Title:** Service Award Presentations

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

|               |                 |          |
|---------------|-----------------|----------|
| Melissa Tripp | Social Services | 10 Years |
| Latoya Young  | Social Services | 5 Years  |

**Submitter Recommendations/Motions:** N/A

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Presentation

**Presenter:** Brian M. Alligood, County Manager

**Agenda Title:** Veterans Day Resolution

**Summary of Information:** Veterans Day is November 11, 2023. Attached is a resolution honoring and thanking all veterans for their service.

Representatives from the following veterans' organizations are here tonight:

Stan Edwards: American Legion Post 15 Commander  
Jeffrey Edgerton: American Legion Post 263 Commander  
John Easterling: Disabled American Veterans (DAV) Post 48  
Jerry Townsend: Veterans of Foreign Wars (VFW) Post 6088  
Betsy Lee Hodges: President Auxiliary Unit 15  
Helen Guthrie: President Auxiliary Unit 263

The Communications Director has also produced a video recognizing veterans who work for Beaufort County.

**Submitter Recommendations/Motions:** Adoption of the attached resolution honoring and thanking all veterans for their service.

**Attachments:**

1. Veterans Day Resolution

## **Resolution 2023-11-06-01**

### **Honoring Veterans for Their Service**

**WHEREAS**, World War I, known at the time as “The Great War,” officially ended when the Treaty of Versailles was signed on June 28, 1919. However, fighting ceased seven months earlier when an armistice between Allied nations and Germany went into effect on the eleventh hour of the eleventh day of the eleventh month and for that reason, November 11, 1918, is generally regarded as the end of “the war to end all wars”; and,

**WHEREAS**, in November 1919, President Woodrow Wilson proclaimed November 11<sup>th</sup> as the first commemoration of Armistice Day and on May 13, 1938, Congress approved an act officially designating the 11<sup>th</sup> of November of each year a legal holiday – a day to be dedicated to the cause of world peace and to be thereafter celebrated and known as “Armistice Day”; and,

**WHEREAS**, on June 1, 1954, at the urging of veterans service organizations, Congress passed legislation that amended the Act of 1938 by striking out the word “Armistice” and inserting in its place the word “Veterans” and with approval of this legislation, November 11<sup>th</sup> became a day to honor American Veterans of all wars; and,

**WHEREAS**, 7.2% of Beaufort County residents are military veterans, ranking Beaufort County 30<sup>th</sup> out of all 100 North Carolina counties in veteran population density; and,

**WHEREAS**, Veterans Day gives all Americans a special opportunity to pay tribute to all those men and women who, throughout our history, have left their homes and loved ones to serve their country; and,

**WHEREAS**, in every generation, America’s veterans have been willing to give all for that which we hold sacred – freedom, justice, and democracy and they have served selflessly, sacrificed greatly, and shouldered the burden of freedom quietly, asking no glory for themselves; and,

**WHEREAS**, for their love of country and dedication to duty, America’s veterans have endured adversity, loneliness, fatigue, loss, and made other incredible sacrifices, with many sustaining life-altering physical injuries and disabilities, while others bear the burden of emotional scars for the remainder of their lives; and,

**WHEREAS**, we as a country and as individuals enjoy the privileges of peace, prosperity, and freedom because of our veterans, and we are forever indebted to them beyond measure; and,

**WHEREAS**, Beaufort County appreciates the service and sacrifices of our veterans and believes specific recognition should be granted;

**NOW, THEREFORE, BE IT RESOLVED**, that in honor of Veterans Day, Beaufort County asks all citizens to turn their hearts and thoughts to all our Nation’s veterans and reflect on the

great achievements of those whose sacrifices preserve our freedom and our way of life, and with a spirit of pride and gratitude, celebrate their heroic accomplishments and thank them for their unselfish devotion to duty, for they are indeed worthy of this solemn tribute.

ADOPTED, this the 6<sup>th</sup> day of November 2023.

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

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Kathleen Mosher, Clerk to the Board



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Presentation

**Presenter:** Brian M. Alligood, County Manager

**Agenda Title:** Operation Green Light for Veterans Resolution

**Summary of Information:** This is the second year of Operation Green Light for Veterans. The County is again participating in this effort by shining green lights to recognize veterans who are transitioning back into civilian life. The attached resolution recognizes November 6, 2023, through November 12, 2023 as the observation of Operation Green Light for Veterans in Beaufort County.

**Submitter Recommendations/Motions:** Adoption of the resolution Supporting Operation Green Light for Veterans.

**Attachments:**

1. Operation Green Light for Veterans Resolution

## **Resolution 2023-11-06-02**

### **Supporting Operation Green Light for Veterans**

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

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

**WHEREAS**, Beaufort County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and,

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

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

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

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

**WHEREAS**, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and,

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

**WHEREAS**, Beaufort County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted;

**NOW, THEREFORE, BE IT RESOLVED**, with designation as a Green Light for Veterans County, Beaufort County hereby declares November 6, 2023 through Veterans Day, November 11, 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; and,

**THEREFORE, BE IT FURTHER RESOLVED**, that in observance of Operation Green Light, Beaufort County encourages its citizens in patriotic tradition to recognize the importance of

honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6, 2023 through November 12, 2023.

ADOPTED, this the 6<sup>th</sup> day of November 2023.

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

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Kathleen Mosher, Clerk to the Board



Beaufort County  
Agenda Abstract

**Meeting Date: 10/2/2023**

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

**Agenda Title:** Public Comments

**Name**

**Contact Information**

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



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Katie Mosher, Clerk to the Board of Commissioners

**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: 11/6/2023**

**Agenda Section:** Item for Consent

**Presenter:** Wyn Kinion, Tax Collector

**Agenda Title:** Surplus, Tax Collector

**Summary of Information:** The Tax Collector is requesting to surplus the following item:

One coat hanger/storage unit.



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

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Items for Consent

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

**Agenda Title:** Tax Office Refunds over \$100

**Summary of Information:** Attached are the refunds from the Tax Assessor and Tax Collector to be approved by the Board.

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

**Attachments:**

1. VTS AUG REMAINING REFUND
2. SEPT 2023 VTS REFUNDS
3. NCPTS REFUNDS THROUGH 10 10 23
4. Tax Collector Refunds



## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

Report Date

10/11/2023 1:11:53 PM

| Payee Name              | Primary Owner           | Address 1                    | Address 3            | Refund Type | Refund Description                                                                | Refund Reason | Create Date | Tax Jurisdiction | Levy Type | Change     | Interest Change | Total Change |
|-------------------------|-------------------------|------------------------------|----------------------|-------------|-----------------------------------------------------------------------------------|---------------|-------------|------------------|-----------|------------|-----------------|--------------|
| COLTRAIN,<br>TANNER RAY | COLTRAIN,<br>TANNER RAY | 24660 US<br>HIGHWAY 264<br>E | PANTEGO, NC<br>27860 | Proration   | Refund Generated due<br>to proration on Bill<br>#0071404445-2022-<br>2022-0000-00 | Vehicle Sold  | 08/30/2023  | G01              | Tax       | (\$109.37) | \$0.00          | (\$109.37)   |
|                         |                         |                              |                      |             |                                                                                   |               |             | F63              | Tax       | (\$7.17)   | \$0.00          | (\$7.17)     |
|                         |                         |                              |                      |             |                                                                                   |               |             | E09              | Tax       | (\$8.75)   | \$0.00          | (\$8.75)     |
|                         |                         |                              |                      |             |                                                                                   |               |             |                  | Refund    |            |                 | \$125.29     |



## North Carolina Vehicle Tax System

SEPT. 2023

## NCVTS Pending Refund report

Report Date 10/11/2023 11:15:35 AM

| Payee Name                  | Primary Owner               | Secondary Owner | Address 1             | Address 3            | Refund Description                                                       | Refund Reason    | Create Date | Tax Jurisdiction | Levy Type   | Change     | Interest Change | Total Change |
|-----------------------------|-----------------------------|-----------------|-----------------------|----------------------|--------------------------------------------------------------------------|------------------|-------------|------------------|-------------|------------|-----------------|--------------|
| BRADY, WILLIAM HENRY JR     | BRADY, WILLIAM HENRY JR     |                 | 210 RIVERSIDE RD      | WASHINGTON, NC 27889 | Refund Generated due to proration on Bill #0065603386-2022-2022-0000-00  | Vehicle Sold     | 09/29/2023  | G01              | Tax         | (\$255.89) | \$0.00          | (\$255.89)   |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | (\$16.78)  | \$0.00          | (\$16.78)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E05              | Tax         | (\$14.33)  | \$0.00          | (\$14.33)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$287.00     |
| CARAWAN, DENNIS WINDELL JR  | CARAWAN, DENNIS WINDELL JR  |                 | 143 DAN TAYLOR RD     | WASHINGTON, NC 27889 | Refund Generated due to adjustment on Bill #0074415459-2023-2023-0000-00 | Adjustment       | 09/26/2023  | G01              | Tax         | (\$251.87) | \$0.00          | (\$251.87)   |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | (\$16.52)  | \$0.00          | (\$16.52)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E02              | Tax         | (\$20.15)  | \$0.00          | (\$20.15)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$288.54     |
| CARAWAN, DENNIS WINDELL JR  | CARAWAN, DENNIS WINDELL JR  |                 | 143 DAN TAYLOR RD     | WASHINGTON, NC 27889 | Refund Generated due to adjustment on Bill #0072133268-2023-2023-0000-00 | Adjustment       | 09/26/2023  | G01              | Tax         | (\$98.12)  | \$0.00          | (\$98.12)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | (\$6.43)   | \$0.00          | (\$6.43)     |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E02              | Tax         | (\$7.85)   | \$0.00          | (\$7.85)     |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$112.40     |
| GARCIA, BLANCA LUZ BARRERAS | GARCIA, BLANCA LUZ BARRERAS |                 | 408 E PUNGO ST        | BELHAVEN, NC 27810   | Refund Generated due to proration on Bill #0072133268-2022-2022-0000-00  | Vehicle Sold     | 09/06/2023  | G01              | Tax         | (\$78.71)  | \$0.00          | (\$78.71)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C05              | Tax         | (\$74.30)  | \$0.00          | (\$74.30)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$153.01     |
| JOHNSON, JANICE BOYD        | JOHNSON, JANICE BOYD        |                 | 402 LINDA DR          | WASHINGTON, NC 27889 | Refund Generated due to proration on Bill #0070988976-2022-2022-0000-00  | Vehicle Sold     | 09/27/2023  | G01              | Tax         | (\$52.81)  | (\$2.64)        | (\$55.45)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Tax         | (\$49.01)  | (\$2.45)        | (\$51.46)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Vehicle Fee | \$0.00     | \$0.00          | \$0.00       |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$106.91     |
| MART BENSON FARMS INC JTJ   | MART BENSON FARMS INC JTJ   |                 | 157 MAPLE ST          | PANTEGO, NC 27860    | Refund Generated due to proration on Bill #0058549961-2022-2022-0000-00  | Vehicle Sold     | 09/21/2023  | G01              | Tax         | (\$186.96) | \$0.00          | (\$186.96)   |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | (\$12.26)  | \$0.00          | (\$12.26)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E09              | Tax         | (\$14.96)  | \$0.00          | (\$14.96)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$214.18     |
| ROBERSON, NOAH GARRETT      | ROBERSON, NOAH GARRETT      |                 | 112 RILEY PL          | WASHINGTON, NC 27889 | Refund Generated due to proration on Bill #0059916401-2022-2022-0000-00  | Vehicle Totalled | 09/26/2023  | G01              | Tax         | (\$84.36)  | \$0.00          | (\$84.36)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Tax         | (\$78.28)  | \$0.00          | (\$78.28)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Vehicle Fee | \$0.00     | \$0.00          | \$0.00       |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$162.64     |
| TYCO LAND DEVELOPEMENT INC  | TYCO LAND DEVELOPEMENT INC  |                 | 6055 US HIGHWAY 264 W | WASHINGTON, NC 27889 | Refund Generated due to adjustment on Bill #0074321537-2023-2023-0000    | Situs error      | 09/19/2023  | G01              | Tax         | \$0.00     | \$0.00          | \$0.00       |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Tax         | (\$609.00) | \$0.00          | (\$609.00)   |
|                             |                             |                 |                       |                      |                                                                          |                  |             | C01              | Vehicle Fee | (\$5.00)   | \$0.00          | (\$5.00)     |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | \$43.05    | \$0.00          | \$43.05      |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E02              | Tax         | \$52.50    | \$0.00          | \$52.50      |
|                             |                             |                 |                       |                      |                                                                          |                  |             |                  |             |            | Refund          | \$518.45     |
| WALLACE, DENNIS MAYO JR     | WALLACE, DENNIS MAYO JR     |                 | 434 MAPLE ST          | PANTEGO, NC 27860    | Refund Generated due to proration on Bill #0074028743-2023-2023-0000-00  | Vehicle Sold     | 09/11/2023  | G01              | Tax         | (\$88.23)  | \$0.00          | (\$88.23)    |
|                             |                             |                 |                       |                      |                                                                          |                  |             | F63              | Tax         | (\$5.78)   | \$0.00          | (\$5.78)     |
|                             |                             |                 |                       |                      |                                                                          |                  |             | E09              | Tax         | (\$7.06)   | \$0.00          | (\$7.06)     |



## North Carolina Vehicle Tax System

SEPT. 2023

### NCVTS Pending Refund report

Report Date 10/11/2023 11:15:35 AM

|                            |                            |                      |                   |                          |                                                                                   |              |            |     |     |            |              |            |
|----------------------------|----------------------------|----------------------|-------------------|--------------------------|-----------------------------------------------------------------------------------|--------------|------------|-----|-----|------------|--------------|------------|
| WEBB,<br>WILLIAM<br>ROBERT | WEBB,<br>WILLIAM<br>ROBERT | WEBB, MARY<br>SYLVIA | 388 POTOMAC<br>DR | CHOCOWINITY,<br>NC 27817 | Refund Generated due<br>to proration on Bill<br>#0066379455-2022-<br>2022-0000-00 | Vehicle Sold | 09/27/2023 | G01 | Tax | (\$355.37) | Refund       | \$101.07   |
|                            |                            |                      |                   |                          |                                                                                   |              |            | F60 | Tax | (\$24.45)  | \$0.00       | (\$355.37) |
|                            |                            |                      |                   |                          |                                                                                   |              |            | E12 | Tax | (\$28.43)  | \$0.00       | (\$28.43)  |
|                            |                            |                      |                   |                          |                                                                                   |              |            |     |     |            | Refund       | \$408.25   |
|                            |                            |                      |                   |                          |                                                                                   |              |            |     |     |            | Refund Total | \$2352.45  |

Date run: 10/11/2023 11:24:22 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: AUTHORIZED  
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 |
|---------|------------------------------|-----------------------------------------------------------------|-----------------------------------------------|---------|----------------------|---------------------|---------------|
| 929148  | PAMLICO COUNTY TAX COLLECTOR | 202 MAIN ST BAYBORO, NC 28515                                   | Refund on Bill # 0009547651-2023-2023-0000-00 | CBINNIE | 8/21/2023 7:00:09 PM | 9/6/2023 7:00:18 PM | 410.13        |
| 928348  | RICK THOMAS STEWART          | 19 BEACH RD SOUTH BELHAVEN, NC 27810                            | Refund on Bill # 0009548986-2023-2023-0000-00 | CBINNIE | 8/14/2023 7:00:14 PM | 9/6/2023 7:00:18 PM | 58.09         |
| 927953  | COMMERCIAL TRUCK & EQUIPMENT | SERVICE INC 1458 JOHN SMALL AVE PO BOX 603 WASHINGTON, NC 27889 | Refund on Bill # 0000011362-2020-2020-0000-00 | CBINNIE | 8/11/2023 7:00:14 PM | 9/6/2023 7:00:18 PM | 294.64        |
| Total   |                              |                                                                 |                                               |         |                      |                     | 762.86        |

Date run: 10/11/2023 11:20:04 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 Amount |
|---------|-----------------------|------------------------------|-------------------------------------------|--------|----------------------|---------------|
| 932211  | DEBRA S SPAULDING     | 48 AUSTIN RD AURORA,NC 27806 | Refund on Bill # 0009547137-2022-00000000 | DPCADJ | 9/18/2023 7:00:08 PM | 86.79         |
| 932212  | DEBRA D SPAULDING     | 48 AUSTIN RD AURORA,NC 27806 | Refund on Bill # 0009547137-2021-00000000 | DPCADJ | 9/18/2023 7:00:08 PM | 76.79         |

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<br>( \$ ) |
|---------|-----------------------|-------------------------------------------------------|------------------------------------------------------------------------------|-------------------------|
| 864142  | LEE MEDFORD HOPKINS   | 746 OLD PAMLICO BEACH ROAD WEST<br>BELHAVEN, NC 27810 | Overpayment on Payment of CHECK on<br>Bill # 0000019924-2021-2021-0000-00 of | 507.72                  |
| Total   |                       |                                                       |                                                                              | 2,410.46                |

## Report Parameters:

Refund Status: ONHOLD

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

| Trans # | Refund Recipient Name             | Refund Address                                | Refund Description                                                        | Refund Amount (\$) |
|---------|-----------------------------------|-----------------------------------------------|---------------------------------------------------------------------------|--------------------|
| 932651  | D BRAD HORTON                     | 1003 SWAN POINT REEF RD WASHINGTON, NC 27889  | Overpayment on Payment of CHECK on Bill # 0000031971-2023-2023-0000-00 of | 2,631.48           |
| 932997  | DIANE B FUNSCH                    | 1434 LIZZARD SLIP RD WASHINGTON, NC 27889     | Overpayment on Payment of CHECK on Bill # 0000004599-2023-2023-0000-00 of | 1,455.59           |
| 933556  | MICHAEL A LANNON                  | 741 CAYTON LANDING ROAD AURORA, NC 27806      | Overpayment on Payment of CHECK on Bill # 0000010577-2023-2023-0000-00 of | 1,812.55           |
| 934294  | BONNIE CLAYTON RESPESS            | 8721 OLD 97 RD PANTEGO, NC 27860              | Overpayment on Payment of CHECK on Bill # 0000044371-2023-2023-0000-01 of | 155.83             |
| 934330  | BONNIE CLAYTON RESPESS            | 8721 OLD 97 RD PANTEGO, NC 27860              | Overpayment on Payment of CHECK on Bill # 0000044370-2023-2023-0000-01 of | 1,791.98           |
| 934496  | RICHARD B MATTHEWS                | 1324 BRINGHAM DR FAYETTEVILLE, NC 28304       | Overpayment on Payment of CHECK on Bill # 0000010571-2022-2022-0000-00 of | 181.85             |
| 934936  | MIRACLE MOVING MISSION MINISTRIES | 1621 MAIN ST JAMESVILLE, NC 27846             | Overpayment on Payment of CHECK on Bill # 0009000976-2023-2023-0000-00 of | 135.42             |
| 935007  | LINWOOD E WOOLARD                 | 2248 TERRAPIN TRACK RD WASHINGTON, NC 27889   | Refund on Bill # 0009535408-2023-2023-0000-00 of                          | 180.00             |
| 935063  | HARRY W MEREDITH, JR              | 102 ANNE DR WASHINGTON, NC 27889              | Overpayment on Payment of CHECK on Bill # 0000029048-2015-2015-0000-01 of | 166.68             |
| 935065  | RICH LEHRER                       | 1317 EDGEWATER CLUB ROAD WILMINGTON, NC 28411 | Overpayment on Payment of CHECK on Bill # 0000037016-2017-2017-0000-00 of | 452.02             |



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Consent  
**Presenter:** Lloyd Salter, Tax Assessor  
**Agenda Title:** Late Applications for Tax Relief 2023

**Summary of Information:** Requesting approval of additional 2023 late applications for tax relief. (see attached)

**Submitter Recommendations/Motions:** Staff recommends approving the exemptions.

**Attachments:**  
1. Exemptions

# 2023 LATE FILINGS FOR EXEMPTIONS

10/18/2023

| NAME              | DATE FILED | APPROVED | ADDRESS           | TYPE OF APPLICANT |
|-------------------|------------|----------|-------------------|-------------------|
| LEANDRO RODRIGUES | 09/27/23   | YES      | 205 BLUEGILL DR   | DISABLED VETERAN  |
| ALLEN MITCHELL    | 10/9/23    | YES      | 2050 NC 102 HWY W | DISABLED VETERAN  |
| KATIE MODLIN      | 10/9/23    | YES      | 58 WINLONG LANE   | ELDERLY           |
| JACK SCOTT        | 10/10/23   | YES      | 8755 NC 306 HWY S | ELDERLY           |
| CALVIN TETTERTON  | 10/13/23   | YES      | 21 BEAVER DAM     | ELDERLY           |



## Beaufort County Agenda Abstract

**Meeting Date: 11/6/2023**

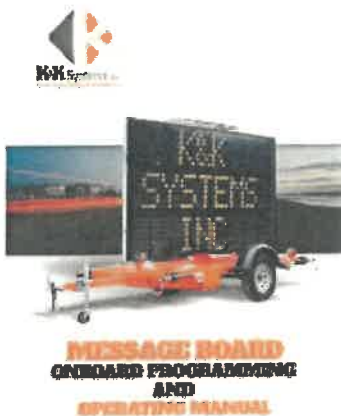
**Agenda Section:** Item for Consent

**Presenter:** Chris Newkirk, Emergency Services Director

**Agenda Title:** Disaster Preparedness Grant - Electronic Message Boards

**Summary of Information:** North Carolina's Department of Public Safety (NCDPS) has approved a request by Beaufort County's Office of Emergency Services to provide \$19,000 in financial support to replace one (1) of our portable electronic message boards. This trailer based programable message board is used to display public notice messages. Our current board, which was also purchased with grant funding, has aged beyond the point of justifiable repairs and has been out of service for the last 8 months.

As with past NCDPS grants, this request utilizes a reimbursement concept that allows the county to purchase the requested item directly from a vender using our normal procurement processes and submit the invoice for full reimbursement upon delivery.



**Submitter Recommendations/Motions:** The Office of Emergency Services respectfully requests your approval to accept this grant and proceed accordingly with the purchase of the approved equipment.

# Budget Amendment Request

**Date of Request:** 11/6/2023

[illegible]

State Position No. \_\_\_\_\_

14/15



## Beaufort County Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Consent

**Presenter:** Smith, Christina, Public Works and Jennings, Erick, Public Works

**Agenda Title:** Approval of Reviewed Water Shortage Response Plans

**Summary of Information:** Rules governing water use during droughts and water emergencies adopted on March 19, 2007, dictate that water systems which are required to submit a Local Water Supply Plan shall also submit a Water Shortage Response Plan (WSRP). The WSRP must also be reviewed every five years and adopted. (NCAC 15A NCAC 02E. 0607). Beaufort County first developed plans for the Northside and Southside systems in 2008. The last adoption was in 2018. Beaufort County has not experienced drought conditions since 2008 that have required the activation of the plans.

Staff reviewed the existing plans, did not find any required changes, and submitted to Division of Water Resources for approval.

**Submitter Recommendations/Motions:** Approve and adopt the Northside Water Shortage Response Plan and Southside Water Shortage Response plans reviewed June 1, 2023.

**Attachments:**

1. Northside WSRP
2. Northside Resolution
3. Southside WSRP
4. Southside Resolution



**RESOLUTION APPROVING WATER SHORTAGE RESPONSE PLAN FOR  
BEAUFORT COUNTY (SOUTHSIDE)  
PWSID#04-07-040**

- WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and
- WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Beaufort County (Southside) – PWSID#: 04-07-040, has been developed, reviewed, and submitted to the Board of Commissioners of Beaufort County for approval; and
- WHEREAS, the Board of Commissioners of Beaufort County finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Beaufort County (Southside) – PWSID#04-07-040, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute; and
- WHEREAS, the Board of Commissioners of Beaufort County Water Districts I, II, III, IV, V, VI, and VII entered into an Interlocal Agreement for the Administration of the Beaufort County Water Districts with the Beaufort County Board of Commissioners on June 4, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Beaufort County that the Water Shortage Response Plan entitled, Beaufort County Southside Water Shortage Response Plan reviewed June 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

**BE IT FURTHER RESOLVED** that the Board of Commissioners of Beaufort County intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 6<sup>th</sup> day of November 2023.

(SEAL)

\_\_\_\_\_  
Frankie Waters, Chairman  
Beaufort County Board of Commissioners

\_\_\_\_\_  
Kathleen Mosher, CMC, NCCCC  
Clerk to the Board



**RESOLUTION APPROVING WATER SHORTAGE RESPONSE PLAN FOR  
BEAUFORT COUNTY (NORTHSIDE)  
PWSID#04-07-035**

- WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and
- WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Beaufort County (Northside) – PWSID#: 04-07-035, has been developed, reviewed, and submitted to the Board of Commissioners of Beaufort County for approval; and
- WHEREAS, the Board of Commissioners of Beaufort County finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Beaufort County (Northside) – PWSID#04-07-035, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute; and
- WHEREAS, the Board of Commissioners of Beaufort County Water Districts I, II, III, IV, V, VI, and VII entered into an Interlocal Agreement for the Administration of the Beaufort County Water Districts with the Beaufort County Board of Commissioners on June 4, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Beaufort County that the Water Shortage Response Plan entitled, Beaufort County Northside Water Shortage Response Plan reviewed June 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

**BE IT FURTHER RESOLVED** that the Board of Commissioners of Beaufort County intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 6<sup>th</sup> day of November 2023.

(SEAL)

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

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Kathleen Mosher, CMC, NCCCC  
Clerk to the Board

**BEAUFORT COUNTY  
NORTHSIDE  
(PWS ID#04-07-035)**

**WATER SHORTAGE  
RESPONSE PLAN**



**Revised: June 4, 2018  
Reviewed: June 1, 2023**

# BEAUFORT COUNTY NORTHSIDE

## Water Shortage Response Plan

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## **1.0 INTRODUCTION**

Rules governing water use during droughts and water emergencies adopted on March 19, 2007 dictate that water systems which are required to submit a Local Water Supply Plan shall also submit a Water Shortage Response Plan (WSRP) for review by the Division of Water Resources. The requirements are outlined in North Carolina Administrative Code 15A NCAC 02E. 0607. It is the intent of this document to establish a WSRP for the north side of Beaufort County to minimize the adverse effects of drought and water emergencies while satisfying the requirements of the State.

## **2.0 BACKGROUND**

Beaufort County is divided in half by the Pamlico River. These two halves are named Beaufort County Northside and Beaufort County Southside. Water for the Beaufort County Northside customers is purchased by the Beaufort County Northside Water System from the City of Washington and the Beaufort County Southside Water System. Water purchased from the City of Washington comes from eight ground wells that have been installed into the Castle Hayne Aquifer. These wells, located 5 to 10 miles east of Washington, pump raw water to the City of Washington's Water Treatment Plant, which is located near the Douglas Cross Road Area. The water is then treated to remove odor, iron, manganese, and hardness by the City of Washington Public Works Department. It is then pumped by the Beaufort County Northside Water System to nine elevated storage tanks located across the Northside of the County. During the pumping process the Beaufort County Water Department adds ammonia. This ammonia combines with the chlorine, added by the City of Washington, to make up chloramines. Chloramines are a type of disinfectant which prevents bacteria growth. Beaufort County has a contract with the City of Washington which allows the Beaufort County Northside Water System to purchase 1.6475 million gallons of water per

day and a peak day supply of 2.636 million gallons is allotted. The water purchased from the Beaufort County Southside Water System comes from six ground wells that have been installed into the Castle Hayne and Pee Dee Aquifers. These wells are located along Hwy 33 East 3 to 5 miles east of Chocowinity and along Old Sand Hill Road. These wells pump raw water to two water treatment plants, owned and operated by Beaufort County, which are also located along Hwy 33 East and Old Sand Hill Road. At the treatment plants the water is treated to remove odor, iron, manganese, and hardness. Chlorine and Ammonia (Chloramines) are added as disinfections to make sure there is no disease-causing bacteria present in the treated water supply. The treated water is then pumped to the Cherry Run Elevated Storage Tank located in District I of the Northside Water System.

### **3.0 RESPONSIBLE PARTIES**

Three individuals are responsible for implementing the water shortage protocols:

Mr. Brian Alligood

County Manager

(252) 946-0079

brian.alligood@beaufortcountync.gov

Mrs. Christina Smith

Public Works Director

(252) 975-0720

christina.smith@beaufortcountync.gov

Mr. Erick Jennings

Water Systems Manager

(252) 975-0720

erick.jennings@beaufortcountync.gov

If any of these individuals no longer holds their position, then the responsibilities entailed here carry to their successor. In the event that none of the aforementioned individuals can fulfill their duties in implementing the water shortage protocols, the Board of County Commissioners will be responsible for implementing the protocols.

#### **4.0 ACTIVATION NOTIFICATION METHODS**

It is vital to the effectiveness of this plan that water users and system employees are immediately informed when water shortage response protocols are activated. Upon activation, employee emails will be sent out and notices at County buildings will be posted to inform system employees of the protocols. Water users will be notified of water shortage response activation by a reverse 911 phone call, a posting to the Beaufort County Government website, a notice in the Washington Daily News, notices in water bills, and a public service announcement on local television stations.

#### **5.0 NOTIFICATION OF REQUIRED RESPONSE MEASURES**

Water Shortage Response Plan provisions will be published in the Washington Daily News and will be available on the Beaufort County Government website in the event that the plan is put into effect. In addition, if changes to the Plan are made, notifications will be provided to all current customers.

#### **6.0 SEVERITY CRITERIA**

Several parameters may determine the severity of a drinking water shortage. The two primary conditions will be if the static water levels drop in either the City of Washington's or Beaufort County Southside's monitoring wells, and if a reduction of capability of the City of Washington's or Beaufort County

Southside's water treatment facilities occurs. In addition, severity can be affected as deemed appropriate by the County Manager, Public Works Director, or Water Systems Manager by contaminants in the water system and/or mechanical failure of the water distribution system.

## **7.0 TRIGGER CONDITIONS**

There will be three levels of response, triggered by the aforementioned conditions of severity:

- Level 1 will be activated:
  - Whenever it is predicted that the water level in the Castle Hayne Aquifer will decline to the extent that continued availability of water for human consumption, sanitation, health and fire protection and commercial usage is at risk
  - If a 20% reduction in normal well water levels is noted in Beaufort County Southside monitoring wells
  - Or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.
- Level 2 will be activated:
  - Any time the static water levels drop in any 3 of the City of Washington's 8 monitoring wells to a level that is within 20 feet of the corresponding production wells intake, or current trends indicate levels will reach said level within the next thirty (30) days
  - Any time the City of Washington's water treatment facilities treatment capability is reduced by 25% of its maximum rates capacity
  - If a 40% reduction in normal well water levels is noted in Beaufort County Southside monitoring wells

- 
- If Beaufort County Southside water treatment plant operation is greater than 18 hours per day per plant
  - Or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.
  - Level 3 will be activated:
    - Any time the static water levels drop in any 4 of the City of Washington's 8 monitoring wells to a level that is within 15 feet of the corresponding production wells intake, or current trends indicate levels will reach said level within the next thirty (30) days
    - Any time the City of Washington's water treatment facilities treatment capability is reduced by 45% of its maximum rates capacity
    - If 60% reduction in normal well water levels is noted in Beaufort County Southside monitoring wells
    - If Beaufort County Southside water treatment plant operation is 24 hours per day per plant
    - Or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.

## **8.0 LEVELS OF RESPONSE**

Three levels of response have been selected, each corresponding to various conditions set forth above. Each level of response has a unique set of goals and strategies as shown here:

- Level 1—Voluntary Conservation: A 5% reduction goal from the previous month for water consumption is set. Conditions indicate that there is a potential for shortages. Voluntary conservation is encouraged. Education efforts are ramped up to encourage water conservation, and any evidence of

leaks is investigated and corrected as seen fit. Education efforts should suggest limiting irrigation to one inch per week, preventing runoff and watering of impervious services, washing only full loads in the washer or dishwasher, eliminating play with sprinklers and hoses, and repairing any known leaks.

- Level 2—Mandatory Restriction: A 10% reduction goal from the previous month for water consumption is set. Water supplies are measurably lower than the seasonal norm and are diminishing. Encourage continuation of all voluntary reductions. Restrictions on non-essential uses of water are imposed. Irrigation is limited to one half inch per week between 6PM and 9AM. Use of potable water for washing impervious services is banned.
- Level 3—Emergency Response: A 25% reduction goal from the previous month for water consumption is set. The system is experiencing water shortage at this level and drinking water supply is inadequate. More stringent restrictions are imposed. Continue all restrictions from Level 2. No non-essential uses of water are allowed and other uses of water may be restricted if deemed necessary by the County Manager, Public Works Director, or Water Systems Manager. Irrigation is limited strictly to minimum required amount for the survival of necessary plants.

For the purposes of this Plan, non-essential uses of drinking water are as follows:

- Any ornamental use such as fountains, reflecting pools, and artificial water falls
- Watering gardens, lawns, parks, golf courses (except greens), playing fields, and other recreational areas
- Filling and operation of recreational swimming pools which serve fewer than 25 dwellings
- Non-commercial washing of motor vehicles
- Serving water in restaurants, clubs, or eating places except by specific request

- 
- Refilling of air conditioning cooling towers, except for those used by health care facilities or domestic use if it is deemed necessary to sustain standards of hygiene, health, and sanitation

## **9.0 ENFORCEMENT**

An email contact will be set up so that citizens can report violators of the restrictions set after activation of the Plan. In addition, a citation system will be set up to be administered by the County Manager as follows:

- A first offense will warrant a written warning.
- Second offenses will result in a \$100 fine and a warning.
- Third offenses will result in a \$250 fine.
- Fourth offenses will result in an additional \$500 fine.
- Fifth offenses will result in an additional \$500 fine and a five-day service cutoff.

In addition, during activation of Level 3 Emergency Response protocol, the rates for water consumption may be increased up to 50% to further discourage water waste and to compensate for lost revenues of the water system.

## **10.0 USER REVIEW**

Understanding that review by water users is essential to cooperation and understanding, this Plan will be made available for public review prior to approval of any revisions by the Board of County Commissioners. Each time a change is proposed to the Plan it will be published on the Beaufort County Government website at least thirty days before the Board prepares to discuss its acceptance. This will allow the public adequate time to review the change and appear at the Board's meeting to provide input.

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## **11.0 VARIANCES**

Variances to the restrictions outlined in this plan may be granted at the discretion of the County Manager, Public Works Director, or the Water Systems Manager based on the impact on water demand, essential use of drinking water, duration of the variance, alternatives to the variance, social and economic importance, prevention of structural damage, and any other factors deemed important.

## **12.0 EVALUATION OF EFFECTIVENESS & REVISION**

Effectiveness of the Water Shortage Response Plan will be reviewed jointly by the Water Systems Manager, the Public Works Director, and the County Manager each time the plan is activated, or at a maximum of a five-year interval. In addition, the plan must be reviewed to adapt to system additions, alterations, or changes in general circumstance. Recommendations will be made as deemed appropriate to the Board of County Commissioners. Effectiveness will be measured based upon several factors but should include frequency of activation, attainment of desired reductions upon activation, and the number of violation citations.

**BEAUFORT COUNTY  
SOUTHSIDE  
(PWS ID#04-07-40)**

**WATER SHORTAGE  
RESPONSE PLAN**



**Revised: June 4, 2018  
Reviewed: June 1, 2023**

# **BEAUFORT COUNTY SOUTHSIDE**

## **Water Shortage Response Plan**

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## **1.0 INTRODUCTION**

Rules governing water use during droughts and water emergencies adopted on March 19, 2007 dictate that water systems which are required to submit a Local Water Supply Plan shall also submit a Water Shortage Response Plan (WSRP) for review by the Division of Water Resources. The requirements are outlined in North Carolina Administrative Code 15A NCAC 02E. 0607. It is the intent of this document to establish a WSRP for the south side of Beaufort County in order to minimize the adverse effects of drought and water emergencies while satisfying the requirements of the State.

## **2.0 BACKGROUND**

Beaufort County is divided in half by the Pamlico River. These two halves are named the Beaufort County Northside and the Beaufort County Southside. Water for the Beaufort County Southside customers comes from six ground wells that have been installed into the Castle Hayne and Pee Dee Aquifers. These wells are located along Hwy 33 East 3 to 5 miles east of Chocowinity and along Old Sand Hill Road. These wells pump raw water to two water treatment plants, which are also located along Hwy 33 East and Old Sand Hill Road. At the treatment plants the water is treated to remove odor, iron, manganese, and hardness. Chlorine and Ammonia (Chloramines) are added as disinfections to make sure there is no disease-causing bacteria present in the treated water supply. A Chloramine residual is also kept in the distribution system in order to prevent bacterial growth. The treated water is stored in three elevated storage tanks and one ground storage tank, which hold Five Hundred Thousand gallons of treated water each.

### **3.0 RESPONSIBLE PARTIES**

Three individuals are responsible for implementing the water shortage protocols:

Mr. Brian Alligood

County Manager

(252) 946-0079

brian.alligood@beaufortcountync.gov

Mrs. Christina Smith

Public Works Director

(252) 975-0720

christina.smith@beaufortcountync.gov

Mr. Erick Jennings

Water Systems Manager

(252) 975-0720

erick.jennings@beaufortcountync.gov

If any of these individuals no longer holds their position, then the responsibilities entailed here carry to their successor. In the event that none of the aforementioned individual can fulfill their duties in implementing the water shortage protocols the Board of County Commissioners will be responsible for implementing the protocols.

### **4.0 ACTIVATION NOTIFICATION METHODS**

It is vital to the effectiveness of this plan that water users and system employees are immediately informed when water shortage response protocols are

activated. Upon activation, employee emails will be sent out and notices at County buildings will be posted to inform system employees of the protocols. Water users will be notified of water shortage response activation by a reverse 911 phone call, a posting to the Beaufort County Government website, a notice in the Washington Daily News, notices in water bills, and a public service announcement on local television stations.

## **5.0 NOTIFICATION OF REQUIRED RESPONSE MEASURES**

Water Shortage Response Plan provisions will be published in the Washington Daily News and will be available on the Beaufort County Government website in the event that the plan is put into effect. In addition, if changes to the Plan are made, notifications will be provided to all current customers.

## **6.0 SEVERITY CRITERIA**

Several parameters may determine the severity of a drinking water shortage. The two primary conditions will be a significant reduction in well water levels and a significant increase in the length of time (hours) that each Water Treatment Plant must operate per day in order for supply to meet the required demand. In addition, severity can be affected as deemed appropriate by the County Manager, Public Works Director, or Water Systems Manager by contaminants in the water system and/or mechanical failure of the water treatment and distribution systems.

## **7.0 TRIGGER CONDITIONS**

There will be three levels of response, triggered by the aforementioned conditions of severity:

- 
- Level 1 will be activated whenever it is predicted that the water level in the Castle Hayne Aquifer will decline to the extent that continued availability of water for human consumption, sanitation, health and fire protection and commercial usage is at risk; if a 20% reduction in normal well water levels is noted in Beaufort County Southside’s monitoring wells; or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.
  - Level 2 will be activated if a 40% reduction in normal well water levels is noted in Beaufort County Southside’s monitoring wells, Water Treatment Plant Operation is greater than 18 hours per day per plant, or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.
  - Level 3 will be activated if a 60% reduction in normal well water levels is noted in Beaufort County Southside’s monitoring wells, Water Treatment Plant Operation is 24 hours per day per plant, or if the County Manager, Public Works Director, or Water Systems Manager deems it appropriate based upon other unanticipated operating conditions.

## **8.0 LEVELS OF RESPONSE**

Three levels of response have been selected, each corresponding to various conditions set forth above. Each level of response has a unique set of goals and strategies as shown here:

- Level 1—Voluntary Conservation: A 5% reduction goal from the previous month for water consumption is set. Conditions indicate that there is a potential for shortages. Voluntary conservation is encouraged. Education efforts are ramped up to encourage water conservation, and any evidence of leaks is investigated and corrected as seen fit. Education efforts should suggest limiting irrigation to one inch per week, preventing runoff and watering of impervious services, washing only full loads in the washer or

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dishwasher, eliminating play with sprinklers and hoses, and repairing any known leaks.

- Level 2—Mandatory Restriction: A 10% reduction goal from the previous month for water consumption is set. Water supplies are measurably lower than the seasonal norm and are diminishing. Encourage continuation of all voluntary reductions. Restrictions on non-essential uses of water are imposed. Irrigation is limited to one half inch per week between 6PM and 9AM. Use of potable water for washing impervious services is banned.
- Level 3—Emergency Response: A 25% reduction goal from the previous month for water consumption is set. The system is experiencing water shortage at this level and drinking water supply is inadequate. More stringent restrictions are imposed. Continue all restrictions from Level 2. No non-essential uses of water are allowed and other uses of water may be restricted if deemed necessary by the County Manager, Public Works Director, or Water Systems Manager. Irrigation is limited strictly to minimum required amount for the survival of necessary plants.

For the purposes of this Plan, non-essential uses of drinking water are as follows:

- Any ornamental use such as fountains, reflecting pools, and artificial water falls
- Watering gardens, lawns, parks, golf courses (except greens), playing fields, and other recreational areas
- Filling and operation of recreational swimming pools which serve fewer than 25 dwellings
- Non-commercial washing of motor vehicles
- Serving water in restaurants, clubs, or eating places except by specific request
- Refilling of air conditioning cooling towers, except for those used by health care facilities or domestic use if it is deemed necessary to sustain standards of hygiene, health, and sanitation

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## **9.0 ENFORCEMENT**

An email contact will be set up so that citizens can report violators of the restrictions set after activation of the Plan. In addition, a citation system will be set up to be administered by the County Manager as follows:

- A first offense will warrant a written warning.
- Second offenses will result in a \$100 fine and a warning.
- Third offenses will result in a \$250 fine.
- Fourth offenses will result in an additional \$500 fine.
- Fifth offenses will result in an additional \$500 fine and a five-day service cutoff.

In addition, during activation of Level 3 Emergency Response protocol, the rates for water consumption may be increased up to 50% to further discourage water waste and to compensate for lost revenues of the water system.

## **10.0 USER REVIEW**

Understanding that review by water users is essential to cooperation and understanding, this Plan will be made available for public review prior to approval of any revisions by the Board of County Commissioners. Each time a change is proposed to the Plan it will be published on the Beaufort County Government website at least thirty days before the Board prepares to discuss its acceptance. This will allow the public adequate time to review the change and appear at the Board's meeting to provide input.

## **11.0 VARIANCES**

Variances to the restrictions outlined in this plan may be granted at the discretion of the County Manager, Public Works Director, or Water Systems Manager based on the impact on water demand, essential use of drinking water,

duration of the variance, alternatives to the variance, social and economic importance, prevention of structural damage, and any other factors deemed important.

## **12.0 EVALUATION OF EFFECTIVENESS & REVISION**

Effectiveness of the Water Shortage Response Plan will be reviewed jointly by the Water Systems Manager, the Public Works Director, and the County Manager each time the plan is activated, or at a maximum of a five-year interval. In addition, the plan must be reviewed to adapt to system additions, alterations, or changes in general circumstance. Recommendations will be made as deemed appropriate to the Board of County Commissioners. Effectiveness will be measured based upon several factors but should include frequency of activation, attainment of desired reductions upon activation, and the number of violation citations.



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Consent

**Presenter:** Brian M. Alligood, County Manager

**Agenda Title:** K9 Purchase Agreement

**Summary of Information:** K9 Bodi with the Beaufort County Sheriff's Office is retiring. The attached purchase agreement allows Lieutenant Josh Shiflett, K9 Bodi's handler, to purchase K9 Bodi for \$1.00. The agreement also transfers certain equipment with K9 Bodi for his continued care. The County assumes no future liability for K9 Bodi upon execution of the agreement.

This agreement and transaction are in accordance with NCGS 20-187.4 and have been reviewed by the County Attorney.

**Submitter Recommendations/Motions:** Approval of the attached K9 purchase agreement.

**Attachments:**

1. K9 Purchase Agreement
2. NCGS 20-187.4

## K9 Purchase Agreement NCGS 20-187.4

This K9 Purchase Agreement is dated as of November \_\_, 2023 by the Beaufort County Sheriff's Office, Beaufort County Government of NC and Joshua Shiflett.

### BACKGROUND

- A. In October 2017, the Beaufort County Sheriff's Office acquired a Belgian Malinois drug detector dog named "Bodi."
- B. The Beaufort County Sheriff's Office wants to retire K9 Bodi.
- C. Josh Shiflett, K9 Bodi's handler, who is a Lieutenant with the Beaufort County Sheriff's Office wants to purchase K9 Bodi.

### AGREEMENT

Beaufort County and Josh Shiflett agree that:

1. Purchase: Beaufort County agrees to sell K9 Bodi to Joshua Shiflett for \$1.00. The date in which Josh Shiflett takes possession of K9 Bodi is listed as the "Purchase Date" in this agreement.
2. As is: After the purchase date, K9 Bodi is no longer a K9 Deputy/Officer and Josh Shiflett assumes all responsibility for the condition and care of K9 Bodi. The Beaufort County Sheriff's Office nor Beaufort County Government makes any promises concerning the physical or mental health of K9 Bodi. Josh Shiflett's purchase of K9 Bodi is strictly "as is."
3. K-9 Training and Handling: Josh Shiflett understands that K9 Bodi has been trained as a narcotics detection K9 that includes specific procedures and tactics. Josh Shiflett warrants he is fully aware of K9 Bodi's training and history. Josh Shiflett warrants he is fully capable of safely handling K9 Bodi.
4. Waiver: Josh Shiflett waives, releases and forever discharges the Beaufort County Sheriff's Office and Beaufort County Government and its officers, employees and agents from all liabilities and claims of any nature, whether known or unknown, foreseen or unforeseen, that Josh Shiflett now has or subsequently accrues to him, arising from or relating to K9 Bodi. As one example, this includes waiver, release and discharge from any personal injury claim by Josh Shiflett or Josh Shiflett's family arising from or relating to any issue surrounding K9 Bodi.

## K9 Purchase Agreement

5. Indemnity: Josh Shiflett will indemnify the Beaufort County Sheriff's Office and Beaufort County Government and its officers, employees and agents from all losses (including attorney's fees and costs), liabilities and claims arising from any actions relating to K9 Bodi after the purchase date. As one example, this requires Lt. Shiflett to indemnify the Beaufort County Sheriff's Office and Beaufort County Government from any claim that arises from any personal injury relating to or caused by K9 Bodi after the purchase date.
6. Equipment and K9 Kennel/Residence: The Beaufort County Sheriff's Office has supplied K9 Bodi with a kennel at the residence and on the property of Josh Shiflett located at 255 Fernwood Court Bath, NC. This agreement releases ownership of the structure to Josh Shiflett for the purpose of providing proper shelter and housing for the remainder of K9 Bodi's life in retirement. The Beaufort County Sheriff's Office has supplied K9 Bodi with a transportable kennel system made by American Aluminum for the safe and proper transportation of K9 Bodi. This kennel system made by American Aluminum will be turned in to the Sheriff's Office for future use as it is in good condition. The Beaufort County Sheriff's Office has supplied K9 Bodi with a transportable kennel system known as an air crate the safe and proper transportation of K9 Bodi. This agreement releases ownership of the air crate kennel system to Josh Shiflett for the safe and proper transportation of K9 Bodi for veterinary visits, groomer and other needs. The Beaufort County Sheriff's Office has also provided other items for K9 Bodi including a collar, leash and food bowls that will be released to Josh Shiflett for the continued use of providing a comfortable life for K9 Bodi in retirement after the purchase date. All other usable training gear will be turned in and reassigned to future K9 handlers.
7. Food and Veterinary Care: The Beaufort County Sheriff's Office and Beaufort County Government will not be responsible for purchasing dog food for K9 Bodi after the purchase date. The Beaufort County Sheriff's Office and Beaufort County Government will not be responsible for purchasing medications for preventive care for K9 Bodi after the purchase date. The Beaufort County Sheriff's Office and Beaufort County Government will not be responsible for paying for any and all veterinary services for K9 Bodi for any and all known and unknown, seen and unforeseen medical conditions. All of the above listed responsibilities for the proper nourishment and medical care for K9 Bodi will be the responsibility of Josh Shiflett after the purchase date.
8. General Provisions
  - A. Governing Law: The laws of the State of North Carolina, without giving effect to principles of conflict of laws, govern all matters arising out of and relating to this agreement.

### K9 Purchase Agreement

- B. Litigation: The parties will bring any litigation arising out of or relating to this agreement only before Beaufort County Court.
- C. Complete Agreement: This agreement constitutes the entire agreement of the parties relating to the subject matter of the agreement. This agreement supersedes and replaces all other written and/or oral agreements thereto.
- D. Amendment: No amendment to this agreement will be affective unless signed by the sitting Beaufort County Sheriff and the sitting County Manager
- E. Severability: If any provision of this agreement is unenforceable to any extent, the remainder of this agreement will not be affected or impacted by that unenforceability and will be enforceable to the fullest extent of the law.
- F. Attorney's Fees and Costs: The prevailing party in any action brought to enforce any obligation under this agreement shall be entitled to recover from the non-prevailing party any amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal.
- G. Opportunity for Counsel Review: The parties acknowledge that both parties have had an opportunity to have this agreement reviewed by their legal counsel. This agreement is not to be construed against any party on the basis of which party drafted the agreement.

**K9 Purchase Agreement**

Executed by the Beaufort County Sheriff's Office, Beaufort County Government and Josh Shiflett as of the date first above written.

..... Date: .....

Beaufort County Sheriff

..... Date: .....

Beaufort County Manager

..... Date: .....

Josh Shiflett

Attest:

..... Date: .....

Clerk of Court Beaufort County

**§ 20-187.4. Disposition of retired service animals.**

(a) Upon determination that any service animal is no longer fit or needed for public service, the State or unit of local government may transfer ownership of the animal at a price determined by the State or unit of local government and upon any other terms and conditions as the State or unit of local government deems appropriate, to any of the following individuals, if that individual agrees to accept ownership, care, and custody of the service animal:

- (1) The officer or employee who had normal custody and control of the service animal during the service animal's public service to the State or unit of local government.
- (2) A surviving spouse, or in the event such officer or employee dies unsurvived by a spouse, surviving children of the officer or employee killed in the line of duty who had normal custody and control of the service animal during the service animal's public service to the State or unit of local government.
- (3) An organization or program dedicated to the assistance or support of service animals retired from public service.

(b) For purposes of this section, the following definitions apply:

- (1) "Service animal." – Any horse, dog, or other animal owned by the State or a unit of local government that performs law enforcement, public safety, or emergency service functions.
- (2) "Unit of local government." – As defined in G.S. 159-7(b)(15). (2016-101, s. 1.)



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Consent

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

**Agenda Title:** Approval of Board of Commissioner Minutes

**Summary of Information:** Approve the October 2, 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:**

The Beaufort County Board of Commissioner met in regular session Monday, October 2, 2023, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2<sup>nd</sup> 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

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Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Walker led the Pledge of Allegiance.

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**Conflict of Interest Statement**

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

No one spoke.

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**Approval of Agenda**

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

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**Service Awards Presentation**

Ms. Deloris Creasman said we have a number of Beaufort County employees we'd like to recognize tonight for their service to Beaufort County. She said first of all we have Scott Cullom with 25 years with the Department of Social Services. She said the next one is Kelly Smith who has 10 years of service with the Department of Social Services. She said next we have Wyn Kinion, our Tax Collector and he has 10 years of service. She said next we have Greg Vanessendelft with the Sheriff's Office and he also has 10 years of service. She said we have one more employee we need to recognize who could not be here tonight and that's Meredith Mobley from our Health Department who has five years of service.

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**Public Comments**

Ms. Latrice Peele said thank for allowing us this time to introduce Cornerstone community-based staff and advocates. She said my name is Latrice Peele, I am the regional advocate coordinator at Cornerstone community-based program. She said I have with me my chief operations officer, Ms. Shirley Roberson, I also have Ms. Tameka Spruill who is our programs manager. She said this evening I want to share a great initiative with you and one of our many great programs. She said BCH3C, which is Beaufort County Healthy Clergy, Congregations and Communities. She said this program has received a grant for KBR charitable trust, which has allowed us to employ a community advocate in each region of Beaufort County. She said Cornerstone BCH3C wants to assist the marginalized people and groups in our community to promote health equity by providing a seat at the table, a hand in action and a voice in the conversation to combat the social drivers that have a negative impact on promoting health and health equity for a better quality of life. She said these individuals will begin to facilitate, strategize and encourage our community to address the social drivers for health and wellbeing

within our county. She said I have those individuals here today to introduce themselves and the region they will be representing.

Ms. Janice Carrol said I will be representing the City of Washington, which is region 1, and also the area around it.

Ms. Lavankina Grimes said I am the advocate for region 3 which is Chocowinity and Blounts Creek.

Mr. Billy Cox Jr. said I will be representing region 4, which includes Aurora and that area.

Ms. Peele said we also have Alfred Griffin who could not be with us today but he will be representing region 2, that consists of Belhaven, Pantego and the Bath area. She said thank you for allowing BCH3C staff and our advocates the time to come and introduce ourselves. She said we are so excited to have this opportunity.

Ms. Patricia Garrison said solid waste disposal has been a topic of conversation for a number of years, being discussed ad nauseum. She said when the waste disposal site at Pamlico Beach was closed I believe the taxpayers were told the site at Sidney Cross Rd would become a roll-off. She said dirt was placed on the site and it has since been removed. She said how much did that cost. She said how many additional homes are now using the Sidney site. She said to place yard waste and large items such as sofas, chairs, etcetera, in a dumpster one must walk up approximately six steps to do so. She said if the household waste receptacle is full, which it often is, one must walk up steps to place trash in the receptacle. She said when it rains water run-off comes out of the household trash dumpster and flows into the driveway where you have to step to place trash in the receptacle, therefore you are stepping in unsanitary wastewater runoff so your shoes smell like sewage and then your vehicle smells like sewage. She said Cherry Rd, River Rd, and Chocowinity sites I believe are being updated but of course these service those living close to the County seat. She said please provide a service to the tax paying citizens making the Sidney Crossroads site a roll-off.

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### **Legislative Updates**

No one asked to speak.

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### **Items for Consent**

1. Surplus, Health Dept – JaNell Octigan, Health Director
2. Covid-19 Vaccine Purchase – JaNell Octigan, Health Director
3. Health Department Fee Revision – JaNell Octigan, Health Director
4. Board of Health Appointments – JaNell Octigan, Health Director
5. Budget Amendment, Health Dept – JaNell Octigan, Health Director
6. Budget Amendment, Health Dept – JaNell Octigan, Health Director
7. Budget Amendment, DSS – Kelly Smith, Social Services
8. Budget Amendment, DSS – Kelly Smith, Social Services
9. NCEM Training Grant & Exercise Grant – Chris Newkirk, Emergency Services Director
10. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
11. PO Carry Forward from FY 22-23 – Anita Radcliffe, Chief Finance Officer
12. Southern Albemarle Delegates List – Brian Alligood, County Manager
13. Reappointment to Jury Commission – Katie Mosher, Clerk to the Board
14. Approval of Board Minutes – Katie Mosher, Clerk to the Board

Commissioner Rebholz said I'd like to pull item #2, the Covid-19 vaccine purchase.

**Motion:** Commissioner Booth motioned to approve the amended consent agenda. Commissioner Walker seconded.

### **Yes Vote**

Chairman Waters  
Vice-Chairman Langley  
Commissioner Booth  
Commissioner Rebholz

### **No Vote**

Commissioner Deatherage  
Commissioner Richardson

Commissioner Walker

See Addendum 1

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### **Public Hearing – Petition to Name a Road**

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

Mr. Joshua Hollis the agenda item I have is the one that was brought before you all previously as far as the petition to name a road that was submitted by Eric Stevens. He said again, this is submitted based on a request for an address on an unnamed, or for a parcel off of an unnamed road. He said the easement is throughout the three parcels it goes through an the ordinance requires that the road be named once a third address is on the road. He said the three suggestions that were submitted, again, Knota Road, which was struck down last meeting, and the second one, which I've confirmed with Land Records, Saila Way, it does not duplicate any existing road names within Beaufort County, nor are there any sound-a-likes. He said we are recommending the approval of that second choice, Saila Way. He said it was advertised correctly and was posted in the paper in the September 20<sup>th</sup> and 27<sup>th</sup> of the Washington Daily News.

Chairman Waters said we did not have anyone sign up for the public hearing, is there anyone in the audience that would like to speak on the naming of this road.

No one asked to speak.

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

**Motion:** Commissioner Rebholz motioned to approve naming the road Saila Way. Commissioner Walker seconded. The vote was unanimous.

Mr. Alligood said if it's okay with you could we go back and handle the item for consent, #2, the Covid-19 Vaccine purchase. He said Ms. Octigan is here and I'm not sure how long she will be here.

Chairman Waters said yes.

See Addendum 2

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### **Covid-19 Vaccine Purchase – Consent Item**

Commissioner Rebholz said I have two questions. He said we're buying 500 doses of Covid-19 vaccine, right.

Ms. JaNell Octigan said yes sir.

Commissioner Rebholz said how did we arrive at 500.

Ms. Octigan said we pulled from our EMR from last year. She said we didn't want to take from the beginning of time because there were multiple boosters and this was just a one-shot so we pulled our files from EMR, we got to about 1,500. She said first, we cannot purchase 1,500, that's a lot of money but also with the Bridge program and the vaccines for children we then looked at qualifications of the numbers we received, the number we would be receiving from the State, and then what we could adequately purchase.

Commissioner Rebholz said what is the lifespan, the shelf span.

Ms. Octigan said that I do not know but I do know with Moderna, it's a one dose vial, which is great because we don't have to go out searching for arms to waste anything so I know once it's open it has to be used that day.

Commissioner Rebholz said if we don't use it then we're paying for it.

Ms. Octigan said right but it's that one dose vial, which is great because we're only going to open it once we have those appointments or those drive-throughs and it's one stick in the shoulder and we're done.

Commissioner Rebholz said what is Medicare going to pay on this. He said I know on the next one you've got it changing our rates.

Ms. Octigan said we actually change those to meet those same rates to match those.

Commissioner Rebholz said okay, good enough.

Ms. Octigan said I will just make a statement while I'm up here, there's obviously a lot of news going out right now about the Covid vaccine, just to kind of put it in perspective, we are on a day-to-day basis for vaccine to come in. She said our goal is to offer drive-through vaccines on both sides of the County but just to put it in perspective, when they say the supply is coming in very small doses they are not lying. She said we got one delivery and we only have ten so we just can't do much with ten so we're on our heels right now doing the best we can as we get the Bridge program and waiting for our order from Moderna and we're doing the best we can.

Commissioner Rebholz said so you wouldn't want to start a vaccine program unless you've got a lengthy number of people who want to get it.

Ms. Octigan said we'd like to see more people come in so we could do a mass drive-through because that was very successful however if we continue to see this barrier we're going to do appointments and do the best we can with what we've got because I'd rather sooner vaccinate rather than later but we just don't have that timeframe at the time being.

Commissioner Deatherage said speaking of mass drive-throughs, when are you going to start a campaign for the flu vaccine.

Ms. Octigan said it's funny you just said that, we actually created the campaign today, it should be released tomorrow. She said we're going to do two drive-throughs this month and then we're also doing the County outreach this month as well. She said it will be two Thursdays, the 26<sup>th</sup> is a Thursday and then the 19<sup>th</sup> before that. She said depending on how many people show up we'll continue to do that. She said we obviously want to be very cautious with having staff out there. She said if we still see a need we will continue to do those drive-throughs until we transition to appointments.

Commissioner Walker said how do residents get notified that you're ready to give vaccines.

Ms. Octigan said for flu and covid or kind of all of the above, our social media website, we work with Mr. Tester and will do a media release. She said those details were just finalized today and Mr. Tester I know you're listening; you'll get a nice email from me on that tomorrow. She said we also do call-arounds, we use the Hyper-Reach with EM. She said the school nurses are also our mini-pods so we work directly with our schools and they do mini-vaccinations for their staff, which takes them off of ours and then we also do our billings so it has an old paper route and it goes in each of our billings so our clients receive it as well.

**Motion:** Vice-Chairman Langley motioned to approve the purchase of the Covid vaccines. Commissioner Rebholz seconded. The vote was unanimous.

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#### **Purchase Order Approval, Stream Debris Removal**

Mr. Nathaniel Woolard said Beaufort Soil and Water Conservation District was awarded grant funds through the Streamflow Rehabilitation Assistance Program to continue its work in removing storm debris from various Beaufort County waterways. He said Phase I was continued in February of this year. He said a request for proposal for Phase II was published on August 21, 2023. He said seven bids were received and were open on September 12, 2023. He said a bid tabulation sheet is attached. He said Beaufort County Conservation District Board of Supervisors recommend approval of the \$62,300.00 purchase order for the Phase II StRAP project.

**Motion:** Commissioner Booth motioned to approve the purchase order for the amount of \$62,300. Commissioner Walker seconded. The vote was unanimous.

Commissioner Rebholz said just a comment, we appreciate the detailed explanation of why you were going with #2.

See Addendum 3

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**NC Commerce Building Reuse Grant, Elite Trucks**

Mr. Brad Hufford said we have been working with Elite Truck Boxes LLC, a company located here in Washington and they are in expansion mode. He said they have purchased a building at 307 N. Market St and are in the process of investing over \$2 million and creating 31 new high paying jobs in our community. He said we had applied for a North Carolina Commerce building reuse grant to support those funds and were awarded said grant on June 15<sup>th</sup> in the amount of \$200,000 and we are asking the Commissioners to approve the grant contract as well as establish a grant project fund. He said you should have; it wasn't included in your packet but a budget amendment as well that would transfer the \$5,000, which is 2.5% of that local match and that will also be matched by the City of Washington to support this project as well. He said we are asking for approval of the grant contract as well as establishing the grant project fund and authorizing staff to carry this forward through the next steps.

Commissioner Richardson said before you make a motion I have one question, how are we going to secure this loan.

Mr. Hufford said we are securing the document through the contract itself. He said if the company doesn't perform then there's a claw-back provision and they would have to pay back the grant amount.

Commissioner Richardson said are we using a deed of trust for the claw-back, that's what we've always done, not a promissory note as this thing talks about in here, but a deed of trust.

Mr. Hufford said we can either one but I think the deed of trust is how we've done it in the past.

**Motion:** Commissioner Booth motioned to approve accepting the grant, creating the project ordinance and allowing staff to move forward with this project. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 4

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**Building Resilient Infrastructure in Communities (BRIC) Grant**

Mr. Chris Newkirk said I wanted to talk with you tonight about an opportunity we have to seek some grant funding to potentially bring a little bit of depth and resiliency to the structural components that we have in the county. He said earlier this month many of you may have received or seen email exchange notice of this grant opening. He said as the name would suggest it is was really intended to provide funding to local and state governments for the purpose of beefing up their infrastructure and being more resilient to natural disasters. He said about a week after that notification first came out another email dropped advising us that FEMA had placed a new designation on four of our census tracts in the County and that designation, as NC emergency management interprets it, would put us ahead in the race kind of out of the gates as our grant applications are reviewed for projects like this. He said with those things in mind we can begin to submit projects on behalf of the County. He said we're really looking at three different ones. He said the first being a shovel-ready project for Soil and Water, reaching out to Ms. Williams and Mr. Woolard, they have a running list of canal debris projects that just aren't funded for removing things and debris from our drainage canals. He said in talking with North Carolina Emergency Management, this type of project would fit that category for request and we have included that for debris clean up in canal projects. He said the second is a capacity building where we're looking to put additional river monitoring gauges along our rivers, as well as visual markers for citizens to know, to see in the communities and throughout our county so that when we say we're going to get 4 feet to 6 feet of storm surge that's how high it is in any given area. He said so those references have done well on the coastal counties, particularly Dare County. He said we would look at that as a possible informational and educational component for our County. He said the third project we're working with is an engineering study with public works. He said in talking with Ms. Smith our current water system has several areas in which on one water line feeds a certain population so if something were to happen to that one feeder line we have a hub of people without water. He said this particular grant will allow us to do an engineering study to see what kind of work arounds and structural components could be put in place to resolve that issue. He said as with many grants this is a 75/25 match so if we are awarded these grants and you as a Board decide to accept it we would be responsible for 25%. He said we can justify within that 25% things like in kind contributions like personnel costs and things like that go to managing and developing these projects so a number of different ways that we could potentially work on that 25% match but again this is just the

first step. He said this is the entry letter of interest and what this will look like is this is the application phase that could take the next 3 to 4 months. He said the State evaluates our level of interest and if we pass the first hurdle we go to the full application and from there the grading process through the state. He said it's an opportunity, it's competitive but all they can do is tell us no and we're asking for your permission to proceed with the application process and see if this tree bears fruit for us.

Commissioner Richardson said the water, you said an engineering study for water, just the study, not paying for any of the repair work.

Mr. Newkirk this would be a study to determine in those areas that have only one feeder line. He said this study would help identify what other infrastructure components that we would need to put in place, the cost of it, sizes, all those different things to provide a redundancy in that area so no sir, this particular submission is just for planning purposes. He said the benefit of submissions like this is BRIC really likes phased applications. He said they like to fund the research in one cycle and fund the shovel ready project in the next. He said we're not at the point where we can submit that for shovel ready so we're asking for funds to get it to that point.

Commissioner Richardson said we've got several stream crossings that the original water lines have failed on. He said they're shovel ready. He said the reason I bring that up is I don't know what other improvements could be made quicker than the stream crossings that we know have already failed and replacing those.

Mr. Newkirk said yes sir and I believe on our end of the time stamp that we are up against was we were given 30 days to submit this application and trying to get it in.

Commissioner Richardson said just be aware that we're shovel ready on a lot of water repairs already. He said the other thing I want to say is I really don't support stream gauges on the river because I think it's just something to keep up, it's only going to help the people who live within site of them, it's not a useful project in my estimation.

Commissioner Walker said I'm extremely interested in the river gauges. He said I watch 17 bridge all the time and with the water coming from east to west by the time the river gauge on 17 reads it I'm already experiencing under water situations. He said it would be nice to be able to say here it comes.

Mr. Newkirk said I believe that maybe that may go back to some of the usefulness that Commissioner Richardson mentioned. He said we know that our vast network of waterways we only have a few gauges and in our opinion they don't depict the full picture of what's happening with our water. He said we see that during hurricanes and we see that with just wind driven events. He said a gauge at the bridge on 17 may be useful someone there, it may be useless to someone in Chocowinity Bay or Broad Creek. He said our goal with these river gauges is to be strung all along the waterway and hopefully capture a better picture of it.

Commissioner Walker said I have the app on my phone and I'm alerted when the water gets to a certain level because I know there are things I need to do.

Commissioner Booth said is this just for the application and you would come back if we're approved, right.

Chairman Waters said yes.

Mr. Newkirk said we do have some preliminary monetary amounts as well so the debris cleanout of the canal projects, those projects submitted to us totaled \$372,000. He said the river gauge and marking poles totaled \$140,000 and then the engineering component of what do we need to be shovel ready, that maxes out at \$200,000 so we have some estimates there and again, this is just getting us into the topic of conversation and if it's awarded obviously we would bring that before you with firm numbers and you, at that point, can chose whether to accept it or deny it.

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

Chairman Waters said this question is for you or Mr. Alligood, either one. He said I don't know if any of the other Commissioners have had any calls or not but I've had two calls as it relates to clean up and I'm assuming that we do not qualify for any debris clean up on the tropical storm.

Mr. Newkirk said that's correct.

### **Solid Waste Ordinance**

Ms. Christina Smith said included in your agenda book you will find the final draft for the solid waste ordinance that we first introduced at last month's meeting in September. She said as we said then according to SB 300 because the ordinance includes criminal penalties there does have to be a second presentation of the ordinance so included in your agenda book is the solid waste ordinance along with the revised fee schedule. She said again, no changes have been made from the last meeting. She said once, if this is chosen to be adopted, per previous request from the Board of Commissioners, it would take affect on January 1, 2024, so during the next few months staff would work together with Mr. Tester to put out press releases and different kinds of information such as that. She said Mr. Overman and Mr. Tester had a very detailed meeting last week coming up with a very detailed list of items and different ways to get the information out to everyone. She said does anyone have any comments about the ordinance.

Chairman Waters said I think all of the Commissioners have received correspondence as it relates to paragraph 52-102, item G, where we were limiting the collection from 6:00 AM to 9:00 PM. He said do you want to go into that or do we have representation.

Ms. Smith said Mr. Bergevin is here. She said he's the owner of David's Trash Service so that's the letter you're speaking of. She said I can speak to it or Mr. Bergevin can. She said he expressed many concerns regarding the limitations that put on his business in order to get the volume pick ups taken care of during that timeframe. She said currently David's Trash Service is the only private company that is providing individual residents pick up so you understand based upon the geography of the County that would put severe limitations on them. She said there are actually municipalities that actually have requested of David's Trash Service that they be completed by 6:00 AM. She said some of the municipalities in the County would like for them to provide that service to them during the early morning hours when traffic is not as heavy and it doesn't impact people as much. She said the other municipalities have also expressed concern with that.

Chairman Waters said we've had letters of concern from the Town of Pantego and the Town of Bath.

Commissioner Richardson said I think we are infringing on the right of private businesses to operate on further reflection and I think we need to remove that from the ordinance. He said you can always, if you have problems, to go back and put something in to take care of whatever that particular problem is. He said I think this was a good idea but we were just not aware of what goes on in that particular business and what's necessary to make it successful. He said I know I get up at 5:00 in the morning and over where I live in Smallwood I can hear them crashing and banging down in Washington collecting garbage so we just need to just remove it and let them run their business the way they need to without our interference.

Chairman Waters said one of the things that I have not thought about is public safety. He said we do have the areas where, for example, route 33 between Chocowinity and Aurora, there's certain times during the day that it's a real safety hazard for those guys to be parked in the road trying to pick those up. He said since you're here I would say that Highway 99 is in the same situation between Pantego and the County line. He said when they're there during the rush hour, well I say rush hour, out rush hour is tractor trailer loads, grain and logs so it is very dangerous with a lot of curves so I agree with what Commissioner Richardson is saying. He said I think we just need to take it out completely and address a problem if it arises.

Commissioner Rebholz said obviously this got put in for a reason. He said can you give us some information on what brought this to the forefront.

Ms. Smith said yes sir, as was discussed a few months previous, there have been telephone calls to the Solid Waste Department, the County Manager and also some of the Commissioners regarding pick up in the early morning hours so it was requested and it was put into the ordinance.

Commissioner Richardson said I think we refer them to Mr. Bergevin.

Commissioner Rebholz said there's two questions here. He said is David's the only industry that's going to be impacted by this.

Ms. Smith said currently, yes sir.

Commissioner Rebholz said okay, so we're sort of writing an ordinance picking on one person. He said the other thing is how many individuals have actually complained. He said we have a tendency to get one phone call and the whole County is upset.

Ms. Smith said I do not disagree with that statement. She said there was more than one phone call and more than one subdivision and more than one Commissioner had expressed concern with that so that's why it was included because it would save their, we do not control that, we do not have an ordinance for that, we do not have zoning, the County does not have an ordinance in place so that's why it was included to see if that was the Board's desire to have it in place. She said a few months ago we spoke about it and if the Board desires to have it in place then it's included in the ordinance. She said if the Board doesn't desire to have it then it's removed and Mr. Overman and I will continue to answer it as we have previously, which that is not something that Beaufort County regulates so that is private industry. She said I will say in speaking with Mr. Bergevin, he has had complaints from people in certain neighborhoods and when that has happened he has tried to rework his routing around that so that is minimized.

Vice-Chairman Langley said I think last time we had this discussion they were saying something about trash being picked up at 2:00 in the morning. He said I just take issue with that. He said I think 4:00 AM is a good time but if this Board choses not to have time limits on it I'm not going to gasp for air but I would think if they started at 4:00 AM that should be reasonable.

Commissioner Walker said is this change going to cause you to have to start over, I mean is it going to cause the start time to be pushed back or anything.

Ms. Smith said I will defer that to the County Attorney.

Chairman Waters said that question has already been raised. He said Mr. Alligood do you want to answer that.

Mr. Alligood said the County Attorney and I had a conversation about that last week and because it is a removal from the ordinance, you're not adding something new to the ordinance, it was already out there, you've had a public hearing on it, you've taken comments, this is the second reading. He said if you were to add something that wasn't there previously then you probably, procedurally should have another public hearing on it but because you're taking something out that was already in there and the public has had the opportunity to see it and comment on it the County Attorney's opinion when we discussed it was you're fine, you don't need to have another public hearing.

**Motion:** Commissioner Richardson motioned to remove § 52.102 (G) that regulates the times when trash can be picked up. Commissioner Walker seconded.

**Yes Vote**

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

**No Vote**

Vice-Chairman Langley

Mr. Alligood said Mr. Chairman if you could make a motion on the ordinance now.

Commissioner Deatherage said I have a question. He said recycling is going to be one of those things that's going to come along later, I reckon, because we don't know all of the moving parts that are going to be operating and creating an environment for us that we must deal with in the open market, depending on how much money we get and what we decide as a group so recycling is going to be that moving piece that will be part of that ordinance and we will deal with that later.

Ms. Smith said yes sir, and if you will note how the ordinance is organized with the different articles and different numbering, that is so we can add and clarify as things change in the future, because they will. She said this document is not a perfect document. She said it is a living breathing document and there will be things that come up that will change and recycling is definitely one.

Commissioner Deatherage said from reading it I got that opinion, I just wanted to hear you say it in the meeting.

Commissioner Booth said I think I asked you this the last time, did you take that piece out about going in people's yards moving their cars and chairs and stuff.

Ms. Smith said the cars and the manufactured homes are a separate item from this Solid Waste Ordinance.

Commissioner Booth said so that's a separate ordinance.

Ms. Smith said yes sir, that will be brought back to you at a later date. She said it's currently being reviewed by other people because it has more detailed information.

**Motion:** Commissioner Rebholz motioned to approve the Solid Waste Ordinance, with the removal of § 52.102 (G) and for it to take affect January 1, 2024. Commissioner Walker seconded. The vote was unanimous.

Ms. Smith said one thing I would like to say, today River Road collection site, today was the first day that it's closed for approximately six (6) weeks to start the renovations and repair of some of the safety items so a reminder to everyone, the site at River Road or Magnolia School Road is closed so we ask the residents to please visit the neighboring sites. She said Cherry Run, the landfill site or Yatesville or at Five Points.

Vice-Chairman Langley said the other sites that normally close one day a week, will they continue to do that during this time period.

Ms. Smith said no sir they will be open.

Mr. Overman said the four sites that Ms. Smith just mentioned will be open 7 days per week while this is going on. He said when we move to the other sites, what will stay opened will change based on the location of the site being worked on.

**See Addendum 5**

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#### **Additional School Capital Payment for FY 22/23 Restricted Sales Tax**

Ms. Anita Radcliffe said on page 259 you have before you a calculation of additional school payment that's owed to the schools for their fiscal year 22/23 restricted sales tax for their capital and just to give you a little bit of background everyone here should be familiar with the fact that we are required by law to give 30% of our Article 40 sales tax distributions and 60% of Article 42 sales tax distribution to the schools for capital funding. She said you can see there in the middle of the page of 259 that for fiscal year 22/23 we collected right at \$4.1 million for Article 40 sales tax. She said if you take 30% of that number that's a distribution to the schools of the \$1.229 million and then for Article 42 we were distributed \$3.4 million and 60% of that number is right at \$2.050 million. She said so overall we owe the schools for their share of restricted sales tax, the \$3,279,941.62 and then we also owe them for the lottery funds that were collected, \$474,000, giving us a total due to the schools of \$3,753,941.62. She said we actually budgeted and paid the schools in both cash capital and debt services for the school buildings \$3,501,311, leaving a balance owed to the schools \$252,630.62. She said the Finance Committee did meet on September 19<sup>th</sup> to discuss how they might want to recommend these funds be used for the schools and if you recall the schools have requested in their last couple of budget submissions that we do a set aside for technology needs that they're going to be coming, they're going to have coming up in about four years. She said the Finance Committee did want to recommend to the full board that we do reserve this \$252,000 payment for future technology needs at the schools. She said that's my recommendation that you would follow the Finance Committees commendation and reserve that money for future capital needs which I believe they said was for tablet replacements that they purchased with Covid grant money several years ago.

Chairman Waters said we already a year into that four year timeframe.

Ms. Radcliffe said I believe overall they requested \$2.5 million total. She said they started out with a \$500,000 request over a five year period and after we didn't fund it the first year of their request it bumped up to a \$625,000 request over a four year period. She said so this will put, not a huge dent in their request but it will certainly start it towards setting money aside for that capital need that's coming up in a few years from now.

Commissioner Richardson said in addition to the funds, payments to the school mortgages, don't we appropriate to the School Board about \$1.3 million or \$1.7 million a year and we call it capital.

Ms. Radcliffe said yes, that is in this calculation, that is in the \$3.5 million.

Commissioner Richardson said that is in the \$3.5 million, okay.

Chairman Waters said in operating expenses too.

Ms. Radcliffe said no, not operating expenses. She said our debt service is down to almost nothing for the schools at this point. She said in fact it's going to be paid off in a couple of years.

Commissioner Richardson said we need to give this a lot more consideration when budget time comes around again. He said maybe we need to get the school Board to come in front of us and actually talk to them about it.

Commissioner Booth said I understand what you're saying is it within our bounds to earmark this money.

Ms. Radcliffe said it is, yes sir.

**Motion:** Vice-Chairman Langley motioned to approve reserving this money for future capital needs relating to technology. Commissioner Walker seconded. The vote was unanimous.

Commissioner Richardson said I have one comment. He said the statute provides that its possible for counties to go back to the State on these capital funds when they get to the point that they don't need to use the capital funds for capital so we don't have to keep dumping this money out there once we've paid off these debts.

Commissioner Booth said you just put it towards capital needs.

Commissioner Richardson said you still use what you can for capital but you don't have to spend every dime you've got just because you have it.

Chairman Waters said is technology considered to be capital.

Ms. Radcliffe said yes it is.

Commissioner Richardson said I agree with your point on technology. He said I was holding back on this, a lot of this technology, these tablets and stuff has proven to not be useful to education so we need to keep that in mind. He said I'm not fighting what you're trying to do right here, I'm just saying be careful what you ask for because some of the technology that we're giving students in school and on-line learning doesn't work.

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#### **Increase Purchase Order Threshold from \$500 to \$2500**

Ms. Radcliffe said this is on page 257. She said just to give you a little bit of history on the purchase order threshold over the years, before 2007 every dime spent within the County required a purchase order so even if you purchased a \$4 pack of high lighters that required a purchase order. She said in 2007 that threshold was raised from \$0 to \$100. She said I don't have an exact year but it had to be between 2010 and 2013 it changed from \$100 to \$500. She said so it's been a good 10, 12 or 13 years since we've addressed increasing our purchase order threshold. She said it's been at \$500 since around 2010 to 2012. She said so I'm before you tonight to ask for an increase in that threshold. She said in reviewing what other counties and towns do with their thresholds you can see we reached out, we actually posted on our finance listserv for other counties and cities to see what their amounts were and it ranges from there are several that are right at where we are, the \$500. She said there's one that's actually less at \$250 but as you can see there are several counties that are above that amount at \$1,000, some at \$2,500, one at \$3,000 and one at \$5,000. She said if we do move forward with raising the threshold in Beaufort County from \$500 to \$2,500 I do think there will be a significant time savings for staff. She said just to talk a little bit about workflow for purchase orders requisition, it starts the department level. She said you have an end user that may be a supervisor, it may be an administrative assistant that goes in our software and they do a requisition for a purchase order. She said once they enter that in that gets routed to a second individual that's usually a manager or the department head of the department to review the purchase order of the items that are being purchased. She said they sign off and either approve it or deny it. She said if it gets approved it gets routed to the purchasing agent where she then batches

them all up, gives them a thorough review, sends them to me for review and signature. She said that's our normal process and we do this about 1,200 times per year. She said we do a lot of them, about 1,200 of them last year. She said if we do raise our threshold we feel it will cut that number in half. She said we'll go down from about 1,200 PO's to about 560.

Commissioner Booth said you answered the question that I wanted an answer, you do about 1,200 per year but the other question I had after looking at the list of these other government agencies is some of those cities are larger than our whole county and theirs is not at \$5,000 so why would you set the threshold at \$5,000.

Chairman Waters said it's at \$2,500.

Commissioner Booth said or \$2,500. He said what would cut that down.

Ms. Radcliffe said raising it from the \$500 to \$2,500 would cut the number in half so instead of doing almost 1,200 annually it would be less than 600.

Commissioner Booth said you save that in people having to enter them.

Ms. Radcliffe said we're estimating 240 hours in staff time.

Mr. Alligood said internally staff has been having that conversation for a while. He said the reason we moved forward with it and had a discussion with the Finance Committee already but the Sheriff's Office reached out to us and said, Sheriff Hammond said it was becoming difficult with his office for vehicle repairs. He said now-a-days when you have a vehicle with any kind of damage to it it's typical, it's obviously more than \$500 to get anything done to a vehicle and he came and said I would like for you all to consider increasing that because it's impacting my operations and being able to get his vehicles back on the road quicker. He said that's his concern. He said it does spread across the county. He said as you know the price of things have gone up tremendously and we've not kept pace with that.

Ms. Radcliffe said for me this is a bit of a tricky recommendation for me because having the threshold at \$500 obviously gives me more control, I get to see more purchase orders. She said I do feel comfortable that we have internal controls in place and invoices, there are five people who review the invoices before anything gets paid. She said anything that falls below the \$500 PO threshold, we still have five people reviewing that invoice before a check gets issued to the vendor.

Commissioner Booth said it's not that I'm trying to micromanage what you do but my question still is if these cities that are larger than our whole county, Greensboro, they've got more population than our whole county. He said another thing is the Manager said that the Sheriff requested it and this is not enough because if you break a mirror off the car now it's more than \$2,500.

Ms. Radcliffe said I agree but for me, I have to weigh, as the Finance Officer, what I'm comfortable with putting the threshold at and having control over seeing and signing the purchase order with the departments operating efficiently and affectively and saving staff time. She said I'm comfortable at that \$2,500 limit.

Chairman Waters said you still have some control within the department. He said even though it may not, even the department head has responsibility at that level.

Ms. Radcliffe said that's what I was talking about, the invoice. She said there's an invoice for every purchase that gets made in the county and that gets five approvals before that check is ever issued.

Commissioner Richardson said I have a question that goes with what you're talking about. He said what is the operating chain of approval. He said the Sheriff has a car that's broke, using him as an example, the Sheriff has a car that's broken and needs to be fixed, how does that work as far as his approval spending up to \$2,500, or any department for that matter, spending up to \$2,500. He said what are those controls.

Ms. Radcliffe said it all goes back to, let's take your example. She said there's a car that's broke down on the side of the road and the repair bill is \$2,300 so there's no more, if this passes they're not required to do a purchase order so once that invoice comes in there would be a person, and I believe that person is Callie Harris in the Sheriff's Office, that would receive that invoice. She said she would do the initial review and approval. She said it would get routed to the individual, whether that be Chief Deputy Hickman or some other higher-ranking officer to approve behind her. She said then that would come to my office where the accounting technician who's keying that invoice in would be reviewing that invoice

before she would key it into the system. She said also that gets reviewed by our purchasing agent, that batch of checks before they are written and it comes to me for final approval so there are five approvals.

Commissioner Richardson said let's go back to the department head level and below the department head level. He said who has authority to approve to authorize that car to be repaired. He said how does this work within the department, everyone that works in the department, can they go out and spend \$2,500 and bring it in and say here's the invoice.

Ms. Radcliffe said I can't speak for the Sheriff's Office, he's here and can speak to his process.

Commissioner Richardson said this is where the problem is. He said the problem is not with your five approvals and all that, that's paper shuffling. He said the problem is somebody goes out and buys something that they maybe weren't authorized to buy. He said how, from a management standpoint, can every employee go out and order \$2,500 worth of something without his supervisors approval.

Ms. Radcliffe said I can only speak for my department. She said I have two people in my department who orders things for my department.

Commissioner Richardson said Mr. Manager this needs to be nailed down because this is not an adequate answer.

Mr. Alligood said I think you've got to let Ms. Radcliffe answer.

Ms. Radcliffe said I think that every purchase within the county is appropriated within our budget that you've approved so I don't think that's an issue.

Commissioner Richardson said you're answering a question that involves the running of your department, how do you approve invoices for payment. He said I'm talking about the people who are doing the workday to day and they suddenly realize my whole computer system has failed, I've had the guy in here looking at it and he's told me that it's junk and needs to be replaced. He said what is the authorization program within the departments of the county on spending money. He said lets be careful with this because now I'm getting concerned about controls.

Ms. Radcliffe said I think it's different positions for different departments. She said it's different people for different departments and I can't go department by department and list that. She said let me just give you a funny little story. She said the second day I worked here eight years ago I was signing purchase orders and a pen, one pen, a purchase order for one pen came across my desk and it was \$140 for one pen at the Sheriff's Office. She said I said oh no, this isn't going to happen. She said so I breathed for a minute and said before I lose my cool and call Chief Deputy Rose, let me google this pen here. She said what that was, was a specialized collapsible pen that you have to use in the jail for inmates so they can't stab somebody or themselves and it cost \$140. She said I learned a really valuable lesson at that point and that lesson was yes, I have oversight of what's being purchased in the departments but I don't know their business like they do and if he needs a \$140 specialized pen in the jail then that's what the Sheriff says he needs. She said I'll question it when I feel like I need to question it, and I do but I think that story summarizes what you're saying Mr. Commissioner. She said we have to trust the departments know what they need to operate their departments. She said I do have internal controls at the department level that there's two approvals on every purchase that goes through so somebody would have to be colluding with another individual in their department to be stealing things from the county and then that comes to finance for three different approvals.

Commissioner Richardson said let's go back and ask the question in a different way. He said at what level are county employees, all the way from the guy here digging a ditch to the County Manager, at what level are county employees in management, where do we begin to hold them responsible, where is the cutoff in this. He said maybe the Manager is better able to answer this than you can.

Mr. Alligood said when you say when are they held responsible, they're held responsible when the item comes across someone's desk to review it and if it's not appropriate then they go back and they're responsible for that. He said if there's a public works department employee who's working in the ditch and needs apart from the supply house, if we have an account with that supply house, they can go get that as long as it's below the purchase order requirement. He said we will see that, the public works department will see it, their supervisor will see it, and they'll know how the flow goes but yes, we have line level employees who are able to go purchase things. He said they have to, to get their job done.

Commissioner Richardson said I'm talking about the level of responsibility, I'm not talking about the ability to purchase, I'm talking about where do we start holding people responsible for you've got a gold-plated widget when you could've gotten an iron widget and it would've done the same thing. He said where is that level of accountability in county management.

Mr. Alligood said that level of accountability is with the person that made the purchase. He said they are responsible for using county money appropriately and if they don't then there could be disciplinary action about that. He said we hold every employee responsible for their own actions.

Commissioner Richardson said at what level is that person flagged as being responsible.

Mr. Alligood said I don't understand the question.

Commissioner Richardson said who is responsible for approving what that individual does, their superior that signed off with them, is that how it works.

Mr. Alligood said the supervisor, yes the supervisor is responsible for their employees.

Commissioner Richardson said so the answer is it's all the peoples signatures that's on this chain of purchase.

Mr. Alligood said absolutely, we have multiple checks along the lines that's in compliance with our auditing.

Commissioner Richardson said that's what I wanted to hear.

Chairman Waters said I've seen the Sheriff stand up four times or five, please step up here. He said I'm not going to give you 20 minutes but if you want to give insight into this situation come on up.

Sheriff Hammond said the reason I came to confront the County Manager is because when we take our vehicles to a local vendor to do a repair like rigging out the interior lights we have to ship them over to B&G. He said there's a vendor here locally that we can get that same work done and just to keep our business, that repair quicker and get it back on the road, it's only fair that we keep our money here in Beaufort County and treat that vendor properly by getting him what he's due as quick as possible. He said what was happening was we were waiting a long period of time to get the pay to our local vendors. He said it's just one example. He said back to your question, I can tell you one of the checks and balances is we have a vehicle that needs additional parts and when I looked at the cost of the modification I made an executive decision to say no, lets hold off on that expense because it's not prudent at the moment and maybe we can delay it until the 3<sup>rd</sup> quarter so there are some checks and balances in our office and I am responsible for all of those expenses. He said Chief Deputy is making sure that those expenses are validated and proper.

Chairman Waters said any other questions.

**Motion:** Commissioner Booth motioned to approve raising the limit on PO's to \$2,500. Commissioner Walker seconded. The vote was unanimous.

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### **Schooner Point Homeowner's Association Request for Addressing Ordinance Exemption**

Mr. Alligood said this is a request from the Schooner Point Homeowners Association requesting that they be exempted from the Addressing Ordinance. He said the background on this was brought to our attention in August of this year. He said an address request was submitted over at permitting and when that occurs we go ahead and look at the address and what was determined was the addressing in that area, and I think that subdivision was established in the late 80's but the addressing in that area was not standard addressing that first is required by County Ordinance. He said the second it was put in play by the developer so what the essentially did was lot #1 is 101, Lot #2 is 102 so it didn't follow the normal naming, the addressing process. He said typically with addressing, there are a couple ways for addresses. He said mostly in municipalities you have block dressing where there's the 100 block, the 200 block, the 300 block and then you have the linear model which is what the Board adopted back in 1993 where you go and you measure from the beginning of the road the linear feet and then you divide that by 5.28 and that determines the address. He said so when we find issues like this, and we've found them before, under the ordinance we're required to fix those. He said I will say up front this is not a, folks don't like this, I understand folks don't like that but it is an ordinance and we're required to follow, it's an ordinance this Board approved. He said our communication this time around was probably not very good, and we certainly admit to that.

He said when it was sent out, the letters were sent out and we probably, in fact we probably could've done a lot better job in making sure that was done better. He said the community, when they got those letters they said we don't like this and I understand that. He said they reached out to Chairman Waters and sent him a letter, he reached out to me and we explained the ordinance, then we went and met with representatives of the homeowner's association and explained to them the reasoning for that. He said first it was the ordinance, the policy decision by the Board, the Board is the legislative authority, we follow the decisions of the Board. He said the Board obviously has the ability to change that if they wanted to but we don't have the ability to change that on our own. He said we would be violating the ordinance. He said then the way it's done in the policy, the ordinance is in accordance with national standards. He said you hear more and more about next-gen 911 and being compliant with national standards so we try to be in compliance with that. He said you have the letter from the homeowner's association asking to be exempt from that. He said from their standpoint they've been there for the last, since 1980 and we've missed it, there have been homes built out there. He said I don't know how we missed it but we did. He said their contention is it's fine the way it is. He said you can certainly find us if you need us, we've not had any issues to date and why now. He said all valid points, I can't answer the why now other than when we find them we're required to fix them. He said you have all the information in your packet. He said Mr. Smith is here tonight representing the homeowner's association if you'd like to have him speak but from staff's perspective you have our recommendation and for us to be in compliance with the ordinance we would request that you deny that because it would open up the entire county for someone to say I don't want to comply with the addressing ordinance.

Mr. Smith said first of all, thank you for your time and being able to voice our opinion. He said I understand what Mr. Alligood is saying but I also understand, I think you got the letter from Mike Bishop from the homeowner's association with four requests that was in that letter. He said I know that Schooner Point has been there for over 30 years because I own four lots out there and what you guys are requesting, or what the County is requesting is going to be a heavy burden on each property owner out there to change each of their information. He said not only a burden but an expense. He said it doesn't happen overnight. He said it takes several weeks, and even years to change all of your information. He said all your billing information, credit cards, driver's license, all that information that's got to be changed that can be avoided with a couple of steps that I think was sent to you guys to look at. He said we understand that, well I don't understand because I'm 103, 104, 105 and 106, very simple in my opinion. He said now what the County is saying I need to do is 603, 615, 635. He said 300 foot apart, that doesn't sound sensible to me. He said to change the addresses in that stage, and I understand your logic on how you are saying it's done, or I don't understand but I know where you're coming from. He said the four points that the homeowners put before you was one, leave the primary address for emergency services to what the addresses are now. He said if you want to have the secondary address be the new addresses, which I think when we talked the new addresses were the primary and the old address is the secondary. He said I don't think there's been any issues with emergency services going out to Schooner point and finding anybody. He said I hope that you guys, Commissioners would understand that think about it if it was you that had to go out and change all this information that you've had for years. He said it's a big burden and I hope that you would think about it if you were the guys that would have to do it. He said of the four points that we asked, that was #1. He said the other point was, and I'm not going to be saying it as if it was said to you guys but the first one was primary address that we have, second would be the new address in the system. He said the second one would be that we would go out and put signs of the address at each house, which I think was what you guys were asking in the ordinance, and then the third one was that we would go out and put a sign or a plaque for the whole community. He said that's something we're willing to do as a community to keep the addresses that we have. He said I understand address changes because I've had to go through it. He said over 30 years ago I was given an address of 208 and they came back last year and said I was given the wrong address for 30 years but I understand this one because it was 214 but you're going from 103 to 603 to 615 to 635 in a 200' span. He said to me that's more confusing for EMS and emergency personnel then it would be for 103 to 104 to 105 to 106, you count it down. He said it's even worse as you go further down with the changes that are being given to the property owners. He said I guess what I'm asking is that you guys would consider, I know that Mr. Alligood is asking that you not consider it but I'm asking you as a homeowner and as the representative of Schooner Point that you guys consider our request that we would take and leave the addresses as is as the primary and the addresses that you guys came up with in the GIS, I guess that's what it is, as the secondary and we can keep moving forward as it is and it would not put a burden on every property owner to go through and change all of their information, the addresses to get everything changed.

Commissioner Richardson said I'm lost, I'm a little bit lost on the addressing method. He said if you take 1,056 feet and you divide it by 5.28 you're in the 200 block. He said if you go another 500' what is that number.

Mr. Alligood said what you do is you start at the beginning of the road, and this is back out on the main road, as you see the road comes all the way around and you follow the center line and where that house sits is where you mark that and that distance is divided by 5.28 and that gives you the number. He said odd to the left, even to the right.

Commissioner Richardson said if you're coming off the road to get into the 600 block you're 3,000 feet of the center line of the main road. He said but if you go 200' how do you jump from the 200 block of 300, 400, 500 block.

Mr. Alligood said in your ordinance there's also some language that talks about minimum spaces in between them but these were linear measurements so I'm not sure about exactly 200 feet.

Mr. Smith said that's what my property is, I know what my property is and that's what I don't understand. He said I know you can make amendments to any ordinance.

Mr. Alligood said that's right, and that's what was asked.

Commissioner Richardson said I understand the ask for the amendment but I'm having a problem understanding the methodology of how you can jump within 500 feet from the 200 block to the 600 block.

Mr. Alligood said it's not blocks.

Commissioner Richardson said from the 200, from the address of 200 and something and you go 300 feet and now you're in a 600 number.

Mr. Alligood said for every 5.28 feet you go up one.

Commissioner Richardson said you go up one unit.

Chairman Waters said it's almost  $\frac{1}{2}$  a mile from 92 to the first turn so you're already at 500's.

Commissioner Richardson said I don't have a problem with that but he's saying he only went 300 or 400 feet.

Mr. Smith said I went from 603 to 635.

Commissioner Richardson said I would like to put this off until we are able to understand our addressing method better, or at least I would like to understand it better before I vote on this because I'm not sure what I'm voting on and I thought I understood this system because we've done addressing.

Chairman Waters said Mr. Smith, give me those two again, I'm going to do the math.

Mr. Smith said okay, I own 103 which they want as 603.

Chairman Waters said okay, 603.

Mr. Smith said the next lot is 105 and that's going to be 615 and the next lot.

Chairman Waters said let's just do one. He said that's 63 feet. He said you take the footage and divide it by the 5.28, that's how the number comes up.

Mr. Smith said I get it but isn't it going to be confusing for someone to say okay, and point #4 that was sent to you guys, is that not the same night we met with you Commissioner Waters and with Mr. Alligood, that same night EMS was called to the community and had no problem getting to the resident with the addresses that we have now.

Chairman Waters said Mr. Newkirk you might be able to answer this, if we have a really bad situation, there's no electricity, all the towers are down, how do you find a place in Schooners Point. He said how do you find it; would it be a satellite telephone.

Mr. Newkirk said so the responders are going to use different methods for different locations. He said for example in the Belhaven area, a lot of the folks that work in the Belhaven area are familiar with that area so they may not even look at a map, they're just going to say I know where Schooner Point Road is and just look at the numbers. He said we do have the ability to GPS locations. He said we have, like many of you when you travel, the ability to enter addresses into Google so

I think from my perspective and this is just my take on it, for us to find a location may not be the driving force of the ordinance. He said what the driving force of the ordinance is what does the future look like for that location. He said the address as has it right now may work perfectly fine but what happens if later on down the road I believe it's Weyerhaeuser that owns that property down the road between, what happens if Weyerhaeuser says we're going to sell that property and add to the subdivision and they don't have any addresses or if someone sells the lot and decides to split it, how do you do the addressing. He said that, to me, is how you put the value on the ordinance. He said for us being able to find it, it's however Google is going to pick it up or wherever the location is through 911.

Commissioner Booth said what you're doing there I can go down to Acres Station right now and your GPS can't find me so what happens in your line of work if you have someone that's working an area and they're not familiar with that area. He said what is the risk in it.

Mr. Newkirk said there are tools at their disposal to find an area and we do default to these, our cell phones. He said there's a couple of ways that address comes to us and gives us directions. He said this is where we typically really on but what happens in areas in our County where this doesn't work, what's our fallback. He said we have a couple of options. He said all of our trucks have paper maps on them so we can go back old school and look at a paper map. He said it will tell us the road but won't tell us where the address is, it will just get us in the area. He said the other thing we do a lot of times is communicating back to 911 with our radio system, hey, we're on Schooner Point and we're unable to find this location. He said we run into this a lot with markings on a house not being legible from the street as they should be. He said that's perhaps when 911 is calling the caller back, can you describe the house, can you turn a light on, can you meet them in the driveway. He said all of those things can delay a response but we do encounter that quite frequently.

Commissioner Richardson said let's go back to what Chairman Waters did, the 63 feet and divide it by 5.28. He said that number should only go up 12 house units, not hundreds, you're telling me it's going up hundreds.

Mr. Smith said no, it's going from 603 to 615 to 635.

Commissioner Richardson said okay, it's doing what it's supposed to do.

Mr. Alligood said for every 100' of linear ground movement the address goes up 18.93.

Commissioner Richardson said I've got the math now, I was confused.

Commissioner Deatherage said I've got one question to put a finer point on it, do you round up when you get to that point because we are dealing with units that are fractional at that point.

Mr. Alligood said I assume we do, I don't do addressing through GIS but I assume they do round that up to whole numbers.

Mr. Smith said but which is sensible, 102, 103, 104, 105, 106.

Commissioner Deatherage said let me say this, I understand what they're doing. He said they're working off of a big plan, a big plat, consideration, where like Mr. Newkirk just said, when you're looking at someone being in between those values have to be considered so what they're doing is leaving room for those values to be considered, am I right.

Commissioner Richardson said that makes sense.

Mr. Smith said if you take and do just like the EMS guy, if we go out and we put very visible 103, 114 signs in these yards I think that's going to help to.

Chairman Waters said the comment Mr. Alligood and I made to the homeowner's association when we met, it is an ordinance. He said Mr. Alligood doesn't have the authority, the Chairman doesn't have the authority, it takes a vote of the Commissioners to wave that.,

Mr. Smith said that's what I'm asking, can we make an amendment to the ordinance and I would hope everyone would consider the request from Schooner Point on what it's going to do to each property owner or what they're going to have to do and they've been there for years.

Chairman Waters said you weren't in the County when we used to have to write one box, 125 and everybody had to do it.

Mr. Smith said I understand that but we're not there now. He said the technology is a whole lot better now than then.

Chairman Waters said I think we all understand that. He said it's that as I told you I've been a Commissioner for nine years and we've never had anybody to challenge and say the technology has changed, we want to keep our old address. He said this is the first time.

Mr. Smith said it's not the fact that they're old addresses Mr. Chairman, it's the fact that the addresses are working and you're trying to give us new addresses.

Commissioner Richardson said I think the Manager hit it a while ago when he said if you did this you're going to open up a can of worms because I'm familiar with a whole lot of addressing in the County and you are because people, there's a lot of things that go on like there are ten people in a certain place in the County that are using the main road, US 264 as an address and there's ten mailboxes out there so how do you find them, how does EMS find them or how does the Sheriff find them if you've got a situation. He said they're going to want to keep theirs like it is and if you do one you're going to have to do a bunch of them and that's really the bind that you're in.

Mr. Smith said I'm in construction and I put water meters all over several counties. He said do you know how I find most of the addresses or how my guys find most of the addresses, with this (cell phone).

Commissioner Walker said so if you've got a friend coming from out of town and they put your old address.

Mr. Smith said it's going to carry you right there.

Commissioner Walker said it carries you right to the house.

Mr. Smith said yup.

Commissioner Walker said do we know of any other situations where we just missed it.

Mr. Alligood said I do know since I've been here, and I've been here since 2015, we've made some changes in Washington Park that were not right, we've found some in Bath that were not right. He said a lot of those fall into, like the one in Bath is kind of the same thing, they used lot numbers. He said I get that from a developer that's the easiest way for them to do it. He said I don't know why that one wasn't caught. He said we've also found a place in Bath where it was actually block addresses there and a lot of municipalities did that but when someone came back in and built another house there wasn't enough room to even add an address there so that's where the complications factor comes in. He said I clearly understand the concern and the change and our goal under the ordinance is to be uniform and do that across the entire county but I understand the impact that it has and from our perspective it's an ordinance and we're bound by the ordinance and you're the legislative body that says how that ordinance is applied or not applied.

Commissioner Walker said this is in a defined area right, I mean Schooner Point is a defined area. He said I know where it is and I've been up in there. He said I don't really have a problem with it. He said I assume you have an HOA.

Mr. Smith said that's correct.

Commissioner Walker said so anyone else that builds in there would have to do the same thing.

Mr. Smith said we'd have them do the same thing.

Commissioner Walker said I know I've run EMS many times and I look at those green numbers on the mailbox or a lighted number on the house, that's what I go by.

Mr. Smith said can I say one thing though. He said I just wish that you guys would think about it and consider what the expense and the burden that it's going to put on each property owner, that's all we ask and I think we've given some valid points that are very reasonable that I think will make it all work out.

Commissioner Richardson said let me say this, you've proposed a dual addressing system and maybe I need to go home and think before I say this but I don't know why, for delivery purposes you can't put up, you're required to put the county address up on a certain size and reflector and all that sort of thing but as a non-entity item that would not conflict with this I don't know why you can't put up your address that you're using now for convenience and delivery and everything else.

Mr. Smith said I see what you're saying there but you've got to consider also you've got to go change all your personal information, your license, all that, you've got to call all the people that send bills to you, all that's got to be changed, you're Master Card, your Visa's got to be changed.

Commissioner Richardson said there's a place to change every one of those when you get that bill.

Mr. Smith said I agree but also, you've got to go through it and we're just asking that you consider that.

Commissioner Richardson said yeah, I know.

**Motion:** Commissioner Booth motioned to deny the request by Schooner Point and the address be changed to comply with the County Ordinance. Vice-Chairman Langley seconded.

**Yes Vote**

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

**No Vote**

Commissioner Rebholz  
Commissioner Walker

**See Addendum 6**

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**State and Local Cybersecurity Grant Program**

Mr. Brian Allgood said this is a cyber security grant program that the County applied for and we were awarded from the North Carolina Department of Public Safety. He said it is for cyber security measures and training for our IT systems. He said the grant award is actually for \$100,000. He said when we applied for this we used the local match of \$26,583, which is what we were planning, we were scheduled to replace our firewall this year anyway in our budget so we said in our grant application we're going to use that to provide our match because that was an opportunity to get more points if you matched up against it. He said you didn't have to match against it but we said look, we're already doing this, let's use it as a match and we actually show, if you look on page 300 we actually were saying we would use the whole amount and only get \$97,000 from the State and the State came back and said we'll give you \$100,000. He said what we're requesting is your approval to approve the attached MOA and project ordinance so we can use these funds for enhanced cyber security measures.

Commissioner Richardson said one question I have, are you going to have a consultant on this \$104,000 equipment purchase.

Mr. Allgood said no sir, we already have that decided. He said it's the Tenable-SC monitoring, it's a service that stands on top of that and filters and looks for stuff and then we're going to do some training with our folks. He said we're also going to do some simulated cyber-attacks on our system, so we'll know where our vulnerabilities may be so we can correct those.

**Motion:** Commissioner Booth motioned to approve accepting the grant, the MOU, and the project ordinance. Vice-Chairman Langley seconded. The vote was unanimous.

**See Addendum 7**

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**Register of Deeds Report**

Commissioner Hood Richardson said some of you may get excited about this but just hold on to your seats because we've got a serious problem in Beaufort County. He said deeds are not being physically reported in Beaufort County and that started on January 4<sup>th</sup> when the new Register of Deeds took over. He said they are being recorded on the internet, they're being recorded on cyberspace and they will tell you that there's four or five or six different backups in the Cloud so don't worry about this and that's not true because the Secretary of State's office told me this week that the system had been hacked earlier this year. He said it took them two weeks to get part of the system back up and going. He said the whole

system didn't go down because of the backups but if you think about this, for hundred's of years North Carolina is one of three states, and I'll defer to the lawyer, he can correct me on this because he does real estate and he knows more than I do on the particulars but we're a rush to the courthouse state which means whoever gets to the courthouse first with a deed to the property, the other person gets to sue for fraud. He said I've seen plenty of times when we don't go into the Register of Deeds office as much as we used to because we use the internet a lot for research and it's great but it's not the way to protect your property and protect your deeds. He said I've seen plenty of lawyer's rush to the courthouse before the file a deed and paw through a few books and then go in and record a deed. He said you can't do that now and that information is not available in hard copy at the courthouse. He said I checked this morning, the last deed that was filed at the courthouse as a hard copy was filed January 4<sup>th</sup> of this year. He said there's misinformation out here, I'm going to be right up front with you, a lot of what we have been told by the Register of Deeds is not true. He said she told us at the last meeting we stopped filing hard copies in December of last year. He said that's not true. He said she stopped, she became Register of Deeds on, I believe January 1<sup>st</sup> and her first thing that she did was to stop filing deeds in hard copies. He said this is a really serious thing. He said I've been involved in court cases where we've gone into the Register of Deeds before the trial, the morning of the trial and got a certified copy of the deed to take into the trial because we knew the hard copies were there and you didn't have to worry about finding it. He said you can't do that with any certainty right now because if they tell you the internet is down or something you don't have anything. He said I checked this morning and found the last deed was recorded January 4<sup>th</sup> of this year. He said we're being told, and Jennifer Leggette never said we're out of space, what Ms. Leggette said was we're running out of space. He said you guys need to be thinking what we're going to do about this. He said I didn't worry about it because I'm in the courthouse and Register of Deeds office about once a week. He said it used to be every day but I'm in there about once a week now. He said I assessed the situation over there this morning, there are six, five or six cabinets that are a little more than waist high, flat topped, that have deed books in them, property deed books in them. He said there's an abundant, a lot more working space than is needed. He said I was there in the olden days before the internet when lawyers and surveyors were in there elbow to elbow looking at deeds, reading deeds and doing things. He said the place is empty, most of the time there's one or two people in there, we don't need working space in there like we did before. He said I gathered some information, I did some calculations this morning, we have about seven or eight years, and that's a conservative number, if we take those flat tops in there and simply put another unit on top of it and raise it up to the height that the wall units are. He said there's plenty of space, we're not going to run out of space in the Register of Deeds. He said if we do that we'd have, according to my computations, about 11 years there. He said this is something that I don't think the property owners in Beaufort County are going to be happy about. He said I know that I'm not happy about it, knowing the importance, and the reliance, historically, of everyone going to the courthouse and finding their deed because most people, if you ask them and I've done this and I'm guessing the attorney has to, you need to bring your deed in, I'm having a little bit of a problem. He said a lot of them can't find it. He said a lot of them they take them and they put them with their papers and they say we're relying on the courthouse because that's where my deed is. He said we, as a Board, I don't think the Register of Deeds has the authority, on her own, unilaterally to stop recording physical deeds just because the internet is available. He said I think we as a Board need to take action to fix this and it's easily fixed right now and it's fixed by buying one cabinet, which would cost about \$1,000 and that one cabinet will run us about 3 years of filing deeds in it at the torrid rate that these have been filed for the last three or four years. He said we need to take action and we may want our attorney to look into this to see what we can do. He said we set the budget for one thing. He said we have given the Register of Deeds money to physically record these deeds. He said the legislature sets how much can be collected for the recording of a deed, a physical recording. He said there's nowhere in the statute that I know of that says you can collect the money and record it on the internet and somebody may stand to correct me on this but I think we have a serious problem with this particular issue and we need to take action. He said it's easily fixed, order the Register of Deeds to get on the internet, if you will, and pull that stuff down and put it in hard copy books and put it out there for the public to use and keep her indexes up. He said another question, and I didn't look at this, are they keeping the index books up. He said if they're not keeping their personal index books in the courthouse then they're relying on the internet for that and you've got an even more serious problem. He said this is important. He said peoples property and the ownership of that property is important and I could see some legal problems may be coming out of this to somewhere down the road with people not being able to go to the courthouse and get their deed physically because the internet is down and the Commissioners sat here and let it happen. He said we have a fiduciary responsibility to the people of Beaufort County to protect their property the best way that we can and the Register of Deeds had no experience at being Register of Deeds when we appointed her and the first day in office she violated her charge. He said we need to figure out what we're going to do about this.

Commissioner Deatherage said I didn't know about this until Commissioner Richardson brought it to our attention tonight but unless somebody can tell me otherwise, Commissioner Richardson is 100% correct. He said let me present something

to you, what if we had an EMP blast here and everywhere. He said everything goes down, everything. He said you cannot go for months, maybe years, you cannot go and get an electrical, excuse me an electronic digital manifestation of somebody's ownership of property. He said our courthouse is empty of those deeds that are supposed to be registered and hard copied. He said this is no different than votes being on hard copies, this is a deed and that deed has to be there and that index has to be in a hard copy form, I would think, as well or you're not going to find it. He said with my years in real estate, back before the internet, I used that deed vault as if it was a way to learn everything about Beaufort County, He said currently, if this is true, and somebody please tell me if Commissioner Richardson has it wrong because now I've got it wrong. He said but if this is true her charge has been violated and our charge has been violated if we don't do something about it, I would say, tonight. He said all we have to do, as Commissioner Richardson said, is ask her to draw down all the information and then record it in hard copy, certify it, whatever she has to do and then index it and we'll be okay. He said I don't care if she has to store it in a corner somewhere as long as she has it. He said does that make sense.

Chairman Waters said I'd raise the question talking about January 1<sup>st</sup> and here we are October the 2<sup>nd</sup>. He said I've not had one attorney call me and voice any concerns about the way it's being done. He said has any other Commissioner gotten a call.

No one spoke.

Commissioner Deatherage said but they're not in charge, we are.

Chairman Waters said I mean look, we deal with the public, we deal with the stakeholders and the attorneys are the ones that are doing this and why wouldn't an attorney already have called me, Mr. Francisco or Mr. Alligood and complained.

Commissioner Deatherage said oh, okay.

Commissioner Walker said what do the surrounding counties do.

Commissioner Deatherage said it doesn't matter the way they do it, it doesn't matter what the attorney's do. He said this is our charge as commissioners to make sure that the deed vault is run appropriately and I will tell you right now if we are truly a race state and Commissioner Richardson hit it right on the nail, I mean it just came very clear to me when he said guess what could happen, it could be that somebody has got to present a deed and they don't know where it is because they've been buying and selling property for decades and they knew that the official copy that is going to be found anywhere is going to be in the deed vault because why, because we're a race state. He said he who gets it up there first owns the property, that's as simple as it is. He said I know that sounds crazy but that's everybody that's taught real estate, that's everybody that's taught law, so you know the lawyers would know this as well Chairman Waters that that's the way it works in North Carolina.

Chairman Waters said tell me why an attorney wouldn't have raised the issue.

Commissioner Deatherage said I don't care why; I could care less about attorneys.

Commissioner Richardson said I can tell you why. He said I use the Beaufort County Register of Deeds every day in my business.

Chairman Waters said so you're using the internet.

Commissioner Richardson said I'm using the internet. He said the lawyers are using the internet, the real estate people are using the internet and recent filings are not important, necessarily to people, once you really get four or five years and people start transferring property and all that kind of stuff so it may be two or three years before people come to you and say you know I went to the courthouse and I couldn't find a copy of this or that deed. He said what can happen is just what Commissioner Deatherage said or somebody a little while ago, these magnetic storms, you haven't had one yet. He said when you get a magnetic storm or a plume coming from the sun, when the earth crosses it's going to shut down a lot of this computer equipment, maybe Commissioner Walker said it, it's going to shut down a lot of equipment, it's going to shut down a lot of cars. He said the military stuff, for the most part, is shielded but the stuff that we drive and use is not shielded. He said there was a magnetic storm, reputedly, I can't prove this but I read the article that said people in the 1860's when the telegraph first came out there was guy that was electrocuted on the telegraph from the magnetic storm. He said now that's hard to believe but yeah.

Commissioner Walker said it set all the poles on fire, on the Outer Banks every one of them was burning.

Commissioner Richardson said really, well there we go. He said this is a serious matter when you start putting stuff on the internet. He said we all know there are hackers out there. He said I don't care how good your computer system is, somebody can hack it, somebody can get in there and shut that stuff down and what do they want when they do that, send them money. He said a lot of times the stuff is never restarted, it's damaged to that extent. He said it's one thing to take risks and putting the county's books on the cloud and it's saved in five places and that kind of stuff, that's one thing. He said when it comes to having bad luck with that we can live with that but going back and recreating property ownerships and chains of title when the internet is not there is impossible and that's why this stuff needs to be in a hard copy at the courthouse.

Vice-Chairman Langley said while I understand what Commissioner Richardson is saying, my question is, is there a law that says they have to be hard copies of the documents and if so is there a statute number for it and also who really has jurisdiction over the Register of Deeds, since it is an elected position. He said while I understand what you're saying, I understand and I agree with what you're saying, I want to be right. He said we can think alike as long as we're right.

Commissioner Richardson said here's the thing about it, we have control of it because the County Commissioners that do the budget that appropriates the money for the Register of Deeds to record this information. He said the only reason you haven't had the issue come up to separate what you're talking about one medium or another medium because up until the beginning of time, about ten years ago we only had one way to do it. He said now there are two ways of doing it. He said I don't have a problem with putting it on the internet but I have a serious problem with not having, not the county but the government not protecting people's property with hard copy recordings that could be hit with a meteorite and destroyed I guess, but they're safe for the use of the public. He said that's what our responsibility is. He said I don't care what the law is somewhere else, I don't care about anything else. He said there's nothing in the law that gives the Register of Deeds the right to change the method of recording. He said show me that, I know that's not there.

Commissioner Booth said I agree with you wholeheartedly that I would like to see a hard copy but I also know in the budget I just passed that we didn't give her no money to record deeds. He said she gets her money from revenue and correct me if I'm wrong but from those stamps, am I correct.

Commissioner Richardson said yeah but it's not an off-budget item Mr. Commissioner. He said that is a budgeted item and we provide the funds, we provide the pay as a budgeted item for the staff that works for her so all of these arguments of trying to pull her out of this are not going to work. He said everybody in this County is concerned about their property and wants to know it's safe. He said let me remind you one of the biggest farces out there is the \$15,000 that the Register of Deeds paid for some computer company to tell you if somebody filed a duplicate deed of trust on you. He said anybody that knows anything about real estate and transactions knows it's a farce but guess what, I was on two other county websites today and guess what I saw, a little button up there where they paid their \$15,000 too. He said it's the biggest rip-off out there. He said your security is in that hard copy that's put-on file at the courthouse. He said several years ago there were cases down in Beaufort, down in that area where people were taking deeds of trust, scissors and tape and they were changing deeds of trust and taking them to the courthouse as hard copies. He said they were caught because they had hard copies to work from. He said you can take a lot of that stuff now and massage it on a computer and you can't tell that it's a forgery.

Mr. Francisco said a couple of things came to mind. He said do we know, and understand we're working with Beaufort County here, do we know or have we checked other counties and see what they're doing. He said I know I had a closing five, six or seven months ago that involved a situation, they couldn't record anything and it was a serious and substantial amount of money. He said we sat around and waited about 48 hours for the Register of Deeds to tell us they could record now. He said that was recording just copies, of course, of the deed. He said they were backed up and couldn't record. He said I wondered at the time what's going at the time exactly when it opened up and we got the finished and it was finished. He said so what is going elsewhere, there's a statewide real estate thing that we could check on. He said it's one of the places we should be looking to solve the problem here and see what's happening. He said I think everywhere, I don't do the amount of real estate that I used to do, I'll just put that to you but I would check with other folks just to see what's happening before we go into other things. He said I think the idea of a cabinet and putting copies, because you're actually recording a copy of the deed.

Chairman Waters said it's just another step where we're making a copy.

Mr. Francisco said exactly. He said I think that's the thing to do but we've got to figure this out from kind of what's the overall situation here. He said there already might be a situation in the works, I just don't know.

Commissioner Booth said would there be any harm in asking her, I mean it's her call, the Register of Deeds.

Commissioner Richardson said it's not her call, no.

Commissioner Booth said if she had done anything to violate the law, and Commissioner Richardson I'm not trying to bail her out, I agree with you, I like to have a hard copy myself but if she had broken any laws somebody else would already be down here besides us but is there any reason why we couldn't ask her if she would start back or what's the reason she's not doing hard copies.

Mr. Francisco said she's an employee so you can certainly ask the questions and work on the answer.

Commissioner Booth said she's the Register of Deeds, she's elected by the people.

Commissioner Deatherage said can I go. He said I don't know, I'm just finding out about this tonight and this is just kind of coming to me kind of fast and I'm sort of looking at it in a big picture overview and I think Hood Richardson, this guy right here, may have discovered something for Beaufort County and maybe other counties. He said if we're going to go and start finding out what other counties are doing, we're going to find out, in my opinion and from knowing what I know over the years when people ask me where is my deed going to be recorded when I sell them a piece of property and I say it's going to be recorded at the courthouse, we're a race state, that's going to be the most final perfect deed available. He said if you lose it, it will be there. He said then there's that opportunity it won't be there. He said when I start hearing about 48 hours to record deeds, that tells me the internet or their computer system, their platform that they're interfacing with is down. He said that should not play into the recording of a document. He said they can upload those documents at a later time. He said what were talking about is gross inefficiencies and gross incompetence. He said if Commissioner Richardson is right and other counties are doing it to. He said it's like the lemmings, is everyone else going to jump off a cliff. He said if everyone else is doing it wrong are we going to do it the same way. He said it's either right or it's wrong. He said we're either a race state where it's recorded at the courthouse where that is the final and most best copy or we're not. He said I could have that deed and it's THE deed with all of the signatures but there's somebody that filed ahead of me and for whatever reason I may not be favored in court because I didn't file it in the courthouse even though I've got the original deed. He said affectively if that data, and it can happen, I'm in the business, I know if that data is lost in the cloud, on a server, somewhere else, then what is at the courthouse is what's very important. He said if there's nothing there then we are in jeopardy as Commissioners and we are in charge. He said when you were asking about the state tax, it's \$2.00 per \$1,000. He said that money comes to us. He said we use that money as part of the revenue to pay all these people. He said we have the final say or we just stop paying them if they aren't doing the job right. He said I don't care if they're elected or not. He said elected people have got to justify their existence and what they are responsible for. He said we provide the building, we operate as the body politic, she is part of the body politic but we are the body politic in the state of North Carolina.

Chairman Waters said I want to make sure that to my knowledge I don't think nay law has been broken. He said we've got real estate attorneys that are working in several counties and surely somebody would've raised a question about the procedure and how it's being done.

Commissioner Richardson said lawyers don't go to the courthouse to the register of deeds anymore. He said surveyors don't go to the register of deeds anymore. He said it is on the internet and it is very easy to use and it is very efficient. He said when I go to the courthouse it's because of our old filings and I need to get into those or because, listen to this, it was poorly scanned and you couldn't use it so you had to go look at the original and see what it was about and that happens. He said I had a map just this week of a modern survey that was poorly scanned, it just happens, you know stuff happens and you couldn't read the map so you had to go and look at the original at the courthouse. He said that is the official final repository that you go for this kind of stuff. He said you guys can sit in here and make all the excuses you want to for the register of deeds because you elected her, I didn't. He said I told you how this was going to be when you voted for her because I saw it coming. He said she has absolutely no experience as a register of deeds and if you think this foul up is the end of it I've got news for you.

Commissioner Deatherage said I pray this is the end of it because this is pretty big if it's what I think it is. He said I would make a motion tonight that we act to have her record all of the deeds.

Commissioner Richardson said second. He said I second the motion for her to catch up the deeds. He said we're using 40 books a year. He said you would have to purchase one new stand which would be about 3 years to go on top of what's

there. He said we would put it on the top of the stand at the same elevation and the other wall files in the courthouse and that will solve the problem. He said we have already paid the salaries and wages and expenses for this to be done. He said we as Commissioners have a right to say we paid you for hard copy recordings. He said nobody said when we did the budget that we were going to record on the internet. He said you guys voted on a budget. He said you're in a tight corner with your argument. He said you need to face up and do your job and stop playing politics with this woman who also happens to be the chair of the Republican Party in Beaufort County that you kiss up to every time you see her. He said it's time to get this out of the fire and get to work.

Chairman Waters said I think you've said enough.

Commissioner Walker said I think it's fair to let, let's hear from her and I'd like to see her come in armed with what the surrounding counties do. He said I'd just like to hear what they do, I think that's a valid answer and I think we've gone this far, another 30 days is not going to be terrible if she comes in here and explains things and it might be that she leaves in 30 days making hard copies, I agree with what you're saying but I'd like to hear from her. He said I don't think that we should pull the rug out from under her.

Commissioner Richardson said I get the impression you guys are dealing in personality politics. He said you want to hear from her.

Chairman Waters said I get the same feeling from you.

Commissioner Richardson said that has nothing to do with the issue of these are supposed to be recorded in Beaufort County, they're not being recorded so what else do you guys need to know.

Commissioner Rebholz said I think we already just saw we had egg on our face because we rushed into a decision on the solid waste with the time element on when they could collect solid waste. He said I think we need to slow down a little bit and have Mr. Francisco research the state law. He said I'm not going to take your word for it, or anyone else's word.

Commissioner Richardson said you should respect me more than that because of my position and the fact that I use the system.

Commissioner Rebholz said excuse me.

Commissioner Richardson said show me some respect.

Commissioner Rebholz said you show me some respect. He said I think when you start talking about respect we owe the people in this county that run the business the respect to let them come and explain themselves. He said I think we also owe it to the people of this county to make sure we're doing the right thing and that means, Mr. Francisco, we need you to tell us what the law says, not just what somebody thinks it says with regard to this and then we need to come together and make a decision based on the facts and not based on somebody's opinion.

Commissioner Deatherage said I would like to restate my motion. He said since Commissioner Richardson has already seconded it, if you would amend, I would like for my motion to state that tonight we order the register of deeds to go on the internet and retrieve all information and data of all deeds filed in Beaufort County in digital format, make a hard copy and keep that stored with an index in the register of deeds as the premier and first copy.

Commissioner Richardson said in the same form as the prior register of deeds.

Commissioner Deatherage said as per statute. He said then we will satisfy what you guys are saying about what are the general statutes because we'll go by the general statutes.

Chairman Waters said the only difference is you're motion says that we ask her to do it immediately.

Commissioner Richardson said we order.

Chairman Waters said we order, okay.

Commissioner Deatherage said I just want to say one thing since there is a discussion period. He said just think guys what do we do if we have that electronic burst from the sun or EMP, God forbid although these are perilous times with our

government but lets talk about the sun, it can happen. He said we're fortunate on this planet that we have an electromagnetic field that saves us from the really bad bursts but if there is a discharge from the sun that is huge it could fry everything. He said I think about it every day. He said we back everything we've got on a hard drive and put it in an old microwave. He said an old removable hard drive, and we do that and that's outside of the cloud so to speak, off every server. He said that's how paranoid we are so I don't know. He said if we lose all the data and information that is up there now, and we talked about it tonight and it happens in between the next time we meet that's going to be some egg on your face, that's going to be an omelet.

**Motion:** Commissioner Deatherage motioned that we order the register of deeds to go on the internet and retrieve all information and data of all deeds filed in Beaufort County in digital format, make a hard copy and keep that stored with an index in the Register of Deeds as the premier and first copy in the same form as the prior Register of Deeds. Commissioner Richardson seconded.

**Yes Vote**

Commissioner Deatherage  
Commissioner Richardson

**No Vote**

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

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**Update on Cable TV**

Commissioner Richardson said that was put in there by accident. He said I think the Manager sufficiently answered that at the last meeting.

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**Commissioner Meeting Video Presentation Discussion**

Commissioner Richardson said I want to say something on the TV franchise, it was actually the video that the Manager answered last time.

Mr. Alligood said I have something for you on the video franchises but you're not going to like it. He said article 42 is the state franchise for cable television service. He said it reads the authority, section 66-351(a), it reads the Secretary of State is the exclusive franchising authority in this state for cable television services providing cable television. He said then you go to award and scope, the secretary is considered to have awarded a franchise to a person who files a notice of franchise under 66-352. He said if you go to the Secretary's website under FAQ's it says who negotiates the terms of the franchise agreement and it says the answer depends upon whether it's a state or a local franchise. He said if it's a state franchise, which they are all state franchises now because in 2007 the state took over all of them and said we're doing all of that. He said it says "there is no statewide franchise agreement. We don't negotiate franchise agreements. Companies can offer customers the agreements they think are appropriate and legal." He said another entry says, "who issues cable, state cable TV franchises." and this is the answer, "technically no one does. The way it way it works is this, we review the notice of franchise someone submits to see if it's complete and has been paid. If it's complete and the fee has been paid we file the notice of franchise, at that point the filer has a franchise".

Commissioner Richardson said I got on the Secretary of States site and read the same thing and said this is a nothing burger. He said what the franchises have done is they've set this up so that there is literally no supervision of them. He said they can do whatever they want to, they can treat you as bad as they want to but on the other side of that coin, and this is hard to do and it doesn't happen but anybody can apply for a franchise overtop of another franchise that wants to. He said if you look at the secretary of states site you can apply for a franchise for Washington and set up your own. He said I don't know what it would cost, it's something that's just about impossible to do so yeah, Josh Stein, as Attorney General, who's supposed to be protecting the public is part of this. He said if he wants to be Governor he needs to figure out how to fix cable TV in North Carolina because I think that's going to be an issue and he's the guy in the hot seat, not the secretary of state because all the laws say we don't really have anything to do with it, we just take your application.

Mr. Alligood said under service, standards and requirements, 66-356 under complaints it reads under the consumers protection division of the attorney generals office is designated the state agency to receive and respond to consumer complaints regarding cable television, that's the statute.

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#### **Resolution Opposing Liquor Sales on Sunday**

Commissioner Richardson said it's real simple. He said I move that we pass a resolution that says we do not approve the sale of liquor on Sunday.

Chairman Waters said I'll second that motion.

Commissioner Booth said from ABC stores, not bars.

Commissioner Rebholz said is there some discussion that they're going to open on Sunday's.

Commissioner Richardson said yeah. He said it's dead right now but there was a bill in the legislature.

Chairman Waters said it's been approved but before the ABC's could open the Commissioners would have to approve that.

Commissioner Richardson said so that bill has gone through.

Mr. Alligood said can I speak to that. He said it's SB 527, it's been passed by the house and gone over to the senate. He said it's on the verge of being approved by the senate is my understanding. He said they've gone through five different substitutions but the language in the bill reads that the appointing authority for the ABC board would be required to approve that if they ABC board wanted to open on Sundays. He said where that ABC board is, like in Beaufort County, the Commissioners is the appointing authority so they would have to come to you and say we would like to do this and you would have to agree to that. He said I also had a conversation this afternoon with the chairman of the ABC board and he said he had not polled his folks but he said he did not believe there was any appetite at all to do that on his board.

Chairman Waters said I don't' anybody is pushing us to do this.

Commissioner Richardson said we just need to be on record as opposing it.

**Motion:** Commissioner Richardson motioned to pass a resolution opposing sale of liquor on Sundays. Chairman Waters seconded. The vote was unanimous.

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#### **Resolution: Defense of These United States Sovereign Borders**

Commissioner Deatherage said I'm going to speak first and then I'm going to read the resolution. He said as a Commissioner of the last couple of decades I think public record would show that I've been somewhat fighting against illegal immigration and it not being enforced the way it's supposed to be by the codes of the federal government and there's laws that have been passed that have not been enforced. He said we have a broken system because of that. He said that's the only reason we have a broken system because the laws have not been enforced and if we need to change the laws that are on the books in Washington D.C. that needs to be done but that is not the issue. He said the issue now is that we have a problem at the southern border. He said we have a problem at the northern border, we're finding out but the southern border is an egregious problem. He said so far the last three years, almost three years of the Biden/Harris open border policy there have been at least 7 million people come across that border, 11,000 a day here recently. He said so many people are being sent away from Texas, although Texas, Arizona and New Mexico, California are catch basins of these illegal immigrants, so many people are being sent out to cities with some small help from the governors of those states, they got the credit for it but really the Biden administration is sending these illegal immigrants to all these other states and now these deep blue states that did not know of the issue because quite frankly the corrupt corporate media has not followed this, has not reported on it and this was not an issue because they figured this would be detrimental to their cause. He said it is detrimental to their cause but it is detrimental to our republic surviving as a constitutional republic. He said the math will not let us survive. He said they're seeing it in New York, they're seeing it in California, they're seeing it in Illinois. He said there are no solutions because they've never considered it a problem. He said it is a problem, it's a massive problem. He said now I'll go to the resolution, a lot of this is in the resolution, it speaks directly to it and again, you guys can listen to it and if you want to change something, fine but this is what I think should be sent to all 99 counties, the general assembly

and our congressional delegation. He said let them know that we care. He said I would like to state this for the fact, when I infrequently go on these trips that we go to as commissioners its important for us to meet and talk to other commissioners. He said I do that; I try to meet and talk with every commissioner with what time I have to do so. He said what I've noticed with the Commissioners I speak to, with these new commissioners, some of them are old, they're taking a very hard-line approach to fixing these problems that we have at the federal level that are sifting down to us. He said I think we can all agree our counties will become border counties. He said we have to educate the children per a supreme court decision, sometime ago like 30 years ago. He said we have to educate, which is a tremendous amount for Beaufort County citizens. He said they filter through our hospitals and that costs a tremendous amount as well. He said I'll read the resolution and we can make a decision to do what is right. He then read the following:

**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, 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.

Commissioner Rebholz said I can support this because I think the facts are correct here except the last sentence in paragraph three, which is more of an opinion than a fact in my view. He said I think if you take that out.

Commissioner Deatherage said the last sentence.

Commissioner Rebholz said well it's half of the sentence.

Commissioner Deatherage said where does it start, it's a long sentence because it's a resolution.

Commissioner Rebholz said starting with their express intention to destroy the demographic quality of our American society.

Commissioner Deatherage said you want that out.

Commissioner Rebholz said yes.

Commissioner Deatherage said I think it's a provable, factual point but if you will vote for it with that out I will go with that.

Commissioner Rebholz said I will.

Chairman Waters said show me where that is.

Commissioner Rebholz said after immigrants.

**Motion:** Commissioner Deatherage motioned the Board approve the resolution entitled "*Resolution in Defense of These United States' Sovereign Borders*" with the removal of the last sentence of the third paragraph. Commissioner Richardson seconded.

**Yes Vote**

Chairman Waters  
Commissioner Deatherage  
Commissioner Rebholz  
Commissioner Richardson  
Commissioner Walker

**No Vote**

Vice-Chairman Langley  
Commissioner Booth

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**Closed Session – Atty Client Privilege and Personnel**

Ms. Mosher read the Board into closed session.

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

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

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**Commissioners Comments**

No Commissioner asked to speak tonight.

**Motion:** Vice-Chairman Langley motioned to adjourn. Commissioner Booth 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. Surplus, Health Dept – JaNell Octigan, Health Director
2. Covid-19 Vaccine Purchase – JaNell Octigan, Health Director
3. Health Department Fee Revision – JaNell Octigan, Health Director
4. Board of Health Appointments – JaNell Octigan, Health Director
5. Budget Amendment, Health Dept – JaNell Octigan, Health Director
6. Budget Amendment, Health Dept – JaNell Octigan, Health Director
7. Budget Amendment, DSS – Kelly Smith, Social Services
8. Budget Amendment, DSS – Kelly Smith, Social Services
9. NCEM Training Grant & Exercise Grant – Chris Newkirk, Emergency Services Director
10. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
11. PO Carry Forward from FY 22-23 – Anita Radcliffe, Chief Finance Officer
12. Southern Albemarle Delegates List – Brian Alligood, County Manager
13. Reappointment to Jury Commission – Katie Mosher, Clerk to the Board
14. Approval of Board Minutes – Katie Mosher, Clerk to the Board

**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:     | <u>Moderna Direct</u>        |
| Contact Name:     | _____                        |
| Address:          | <u>200 Technology Square</u> |
| City, State, Zip: | <u>Cambridge, MA 02139</u>   |
| Telephone:        | <u>617-714-6500</u>          |

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

Jalyn Orlan  
Jalyn Orlan (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  
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        | <br>John 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 Finance

# Budget Amendment Request

Department: HEALTH

Date of Request: 10/02/23

FY Budget: 2024

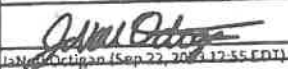
| ACCOUNT NO.   | TITLE OF ACCOUNT            | INCREASE | DECREASE |
|---------------|-----------------------------|----------|----------|
| 100400-455050 | Revenue: COVID-19 Insurance | \$63,000 |          |
| 100221-451615 | Revenue: COVID-19 Medicaid  | \$7,000  |          |
| 105120-526130 | COVID-19 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        | <br><small>In Notar Public (Sep 22, 2023 12:55 EDT)</small> | 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. _____                                                                                                      |              |

# 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. \_\_\_\_\_

| APPROVAL               | SIGNATURE                                                                                                         | DATE    |
|------------------------|-------------------------------------------------------------------------------------------------------------------|---------|
| Department Head        | Melanie Carrens                                                                                                   | 9/20/23 |
| Finance Officer        |                                                                                                                   |         |
|                        | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. |         |
| County Manager         | Required for interdepartmental transfers.                                                                         |         |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____                                                                         |         |

**Kelly Smith**

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

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**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.

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**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](mailto:DSS.Policy.Questions@dhhs.nc.gov) and the CQI Specialist team will respond within a timely manner.

AWS/js

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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 |       |         |
|---------|------------|---------------|----------------------------------|-------|---------|-----------------------|-------|-------|------------------------|-------|---------|
|         |            |               | 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  | GTC28CN7SKK3  | 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      | UZ19JTBXLF3   | 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  | MJBMXLN9NJT5  | 5,810                            | -     | 5,810   | -                     | -     | -     | 5,810                  | -     | 5,810   |
| 11      | BUNCOMBE   | WSTCDKMLHE69  | 139,204                          | -     | 139,204 | -                     | -     | -     | 139,204                | -     | 139,204 |
| 12      | BURKE      | KVJHUFURQDM5  | 214,726                          | -     | 214,726 | -                     | -     | -     | 214,726                | -     | 214,726 |
| 13      | CABARRUS   | PF3KTEELMHV6  | 8,938                            | -     | 8,938   | -                     | -     | -     | 8,938                  | -     | 8,938   |
| 14      | CALDWELL   | HL4FGNNGE97   | 118,535                          | -     | 118,535 | -                     | -     | -     | 118,535                | -     | 118,535 |
| 15      | CAMDEN     | PVT7YDQSCAA5  | 7,821                            | -     | 7,821   | -                     | -     | -     | 7,821                  | -     | 7,821   |
| 16      | CARTERET   | UC6WJ2MQMJS8  | 79,322                           | -     | 79,322  | -                     | -     | -     | 79,322                 | -     | 79,322  |
| 17      | CASWELL    | CL7NKCTNQG75  | 34,187                           | -     | 34,187  | -                     | -     | -     | 34,187                 | -     | 34,187  |
| 18      | CATAWBA    | GYUNA9W1NFM1  | 95,521                           | -     | 95,521  | -                     | -     | -     | 95,521                 | -     | 95,521  |
| 19      | CHATHAM    | KES7QE2GV3F1  | 42,789                           | -     | 42,789  | -                     | -     | -     | 42,789                 | -     | 42,789  |
| 20      | CHEROKEE   | DCEGKSHA11M5  | 61,558                           | -     | 61,558  | -                     | -     | -     | 61,558                 | -     | 61,558  |
| 21      | CHOWAN     | YJ7KT3ES8F5   | 35,751                           | -     | 35,751  | -                     | -     | -     | 35,751                 | -     | 35,751  |
| 22      | CLAY       | HYKLOQVNW1XK7 | 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 | TH2WJPRJRMGV3 | 11,619                           | -     | 11,619  | -                     | -     | -     | 11,619                 | -     | 11,619  |
| 27      | CURRITUCK  | VDLSDNFQX374  | 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      | GSJ6KBJ2PD57  | 8,268                            | -     | 8,268   | -                     | -     | -     | 8,268                  | -     | 8,268   |
| 31      | DUPLIN     | KZNA6KS262K3  | 31,282                           | -     | 31,282  | -                     | -     | -     | 31,282                 | -     | 31,282  |
| 32      | DURHAM     | LJ5BA6U2HLM7  | 6,257                            | -     | 6,257   | -                     | -     | -     | 6,257                  | -     | 6,257   |
| 33      | EDGECOMBE  | DY85XFPVEN8H3 | 19,887                           | -     | 19,887  | -                     | -     | -     | 19,887                 | -     | 19,887  |
| 34      | FORSYTH    | ZTVELM361423  | 78,875                           | -     | 78,875  | -                     | -     | -     | 78,875                 | -     | 78,875  |
| 35      | FRANKLIN   | FFKTRQCN143   | 23,685                           | -     | 23,685  | -                     | -     | -     | 23,685                 | -     | 23,685  |
| 36      | GASTON     | QKY9R8A8DSJ6  | 363,873                          | -     | 363,873 | -                     | -     | -     | 363,873                | -     | 363,873 |
| 37      | GATES      | F4L4FXEB3BK3  | 38,879                           | -     | 38,879  | -                     | -     | -     | 38,879                 | -     | 38,879  |
| 38      | GRAHAM     | W3JTGJ1KP5D7  | 28,824                           | -     | 28,824  | -                     | -     | -     | 28,824                 | -     | 28,824  |
| 39      | GRANVILLE  | DAZ3PRU8U4J5  | 38,656                           | -     | 38,656  | -                     | -     | -     | 38,656                 | -     | 38,656  |
| 40      | GREENE     | VCUSL071N9U3  | 16,312                           | -     | 16,312  | -                     | -     | -     | 16,312                 | -     | 16,312  |
| 41      | GUILFORD   | YBEQWGFJPMJ3  | 681,716                          | -     | 681,716 | -                     | -     | -     | 681,716                | -     | 681,716 |
| 42      | HALIFAX    | 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  | EXFKCBHH7EG7  | 23,462                           | -     | 23,462  | -                     | -     | -     | 23,462                 | -     | 23,462  |
| 46      | HERTFORD   | YJEUENJ78QK7  | 59,436                           | -     | 59,436  | -                     | -     | -     | 59,436                 | -     | 59,436  |
| 47      | HOKE       | C1GWSADARX51  | 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         | ENMHWY3H3CJ9 | 2,905.00                         | -     | 2,905     | -                     | -     | -     | 2,905                  | -     | 2,905     |
| 49    | IREDELL      | XTNRLKJLA459 | 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          | F6A8UC9JWJ5  | 18,993                           | -     | 18,993    | -                     | -     | -     | 18,993                 | -     | 18,993    |
| 54    | LENOIR       | QKUFJ37VPGH6 | 13,854                           | -     | 13,854    | -                     | -     | -     | 13,854                 | -     | 13,854    |
| 55    | LINCOLN      | UGGQG55K8GJ5 | 96,303                           | -     | 96,303    | -                     | -     | -     | 96,303                 | -     | 96,303    |
| 56    | MACON        | LLPJBC6N2L13 | 59,882                           | -     | 59,882    | -                     | -     | -     | 59,882                 | -     | 59,882    |
| 57    | MADISON      | YQ96F8BJYTJ9 | 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  | EZ15KL6BMM68 | 30,564                           | -     | 30,564    | -                     | -     | -     | 30,564                 | -     | 30,564    |
| 61    | MITCHELL     | YL69DGLK4CH3 | 69,043                           | -     | 69,043    | -                     | -     | -     | 69,043                 | -     | 69,043    |
| 62    | MONTGOMERY   | E78ZAJM3BFL3 | 42,231                           | -     | 42,231    | -                     | -     | -     | 42,231                 | -     | 42,231    |
| 63    | MOORE        | HFN5K95F5Z78 | 22,121                           | -     | 22,121    | -                     | -     | -     | 22,121                 | -     | 22,121    |
| 64    | NASH         | NF58K566HQM7 | 34,857                           | -     | 34,857    | -                     | -     | -     | 34,857                 | -     | 34,857    |
| 65    | NEW HANOVER  | F77LT2GMEJE1 | 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      | FT59QFEAU344 | 7,597                            | -     | 7,597     | -                     | -     | -     | 7,597                  | -     | 7,597     |
| 70    | PASQUOTANK   | NRDUHMGJ7ZW4 | 48,599                           | -     | 48,599    | -                     | -     | -     | 48,599                 | -     | 48,599    |
| 71    | PENDER       | T11BE678U9P5 | 4,022                            | -     | 4,022     | -                     | -     | -     | 4,022                  | -     | 4,022     |
| 72    | PERQUIMANS   | MBXQ5J2NMCK9 | 67,926                           | -     | 67,926    | -                     | -     | -     | 67,926                 | -     | 67,926    |
| 73    | PERSON       | FQ8LJFGMABJ4 | 29,048                           | -     | 29,048    | -                     | -     | -     | 29,048                 | -     | 29,048    |
| 74    | PITT         | VZNPMLCFTSR6 | 214,056                          | -     | 214,056   | -                     | -     | -     | 214,056                | -     | 214,056   |
| 75    | POLK         | QZ682PGLX4Y9 | 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      | LKBEJFLAAK53 | 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      | RS3KYMVTJL3  | 16,088                           | -     | 16,088    | -                     | -     | -     | 16,088                 | -     | 16,088    |
| 83    | SCOTLAND     | FNVTCUQGCHM5 | 21,451                           | -     | 21,451    | -                     | -     | -     | 21,451                 | -     | 21,451    |
| 84    | STANLY       | U86MZUYPL7C5 | 259,414                          | -     | 259,414   | -                     | -     | -     | 259,414                | -     | 259,414   |
| 85    | STOKES       | W41TRA3NUN51 | 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       | WLTATC4JLJ54 | 18,993                           | -     | 18,993    | -                     | -     | -     | 18,993                 | -     | 18,993    |
| 94    | WASHINGTON   | QWRZCQJFTEE4 | 14,971                           | -     | 14,971    | -                     | -     | -     | 14,971                 | -     | 14,971    |
| 95    | WATAUGA      | X7B4LX1QQMX6 | 57,871                           | -     | 57,871    | -                     | -     | -     | 57,871                 | -     | 57,871    |
| 96    | WAYNE        | DACFHLCQKMS1 | 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.*  
**Research & Development:** ☐ Yes ☒ No  
**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 ADVISE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**

**Date:** August 9, 2023

# 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 |          |

**Department Justification:**  
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.

State Position No. \_\_\_\_\_

| APPROVAL               | SIGNATURE                                                                                                         | DATE    |
|------------------------|-------------------------------------------------------------------------------------------------------------------|---------|
| Department Head        | <i>Melanie Coopers</i>                                                                                            | 9/22/23 |
| 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. _____                                                                         |         |



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)

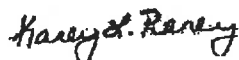
Please continue to complete one tool for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly tool is provided in the attachment, APS Essential Services Fund Reporting Tool SFY 2023-2024 FA1. As with the previous allocation, all 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](mailto:sarah.richardson@dhhs.nc.gov) or the Adult Services listserv at [dssasup@listserv.unc.edu](mailto: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<br>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  | XVVEJSNY7UX9             | 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      | UZ19JT8JXLF3             | 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     | TLCTJWDJH1H9             | 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     | FVT7YDQ5CAA5             | 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    | GYUNA9WINFM1             | 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     | YJY7KT3E58F5             | 1,321.17                                                  | 1,321.17  | 0.00                  | 0.00  | 1,321.17               | 1,321.17  |
| 22      | CLAY       | HYK1QVNW1XK7             | 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      | GSJ6K8J2PDS7             | 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     | W3JTGI1KP5D7             | 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    | DQHZEVAV95G5             | 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   | YJECNJ7BQK7              | 2,559.32                                                  | 2,559.32  | 0.00                  | 0.00  | 2,559.32               | 2,559.32  |

|    |      |              |          |          |      |      |          |          |
|----|------|--------------|----------|----------|------|------|----------|----------|
| 47 | HOKE | C1GWSADARX51 | 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<br>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       | QKUF37VPGH6                    | 2,105.83                                                  | 2,105.83     | 0.00                  | 0.00  | 2,105.83               | 2,105.83     |
| 55  | LINCOLN      | UGGQSSKBGJ5                    | 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         | NF58KS66HQM7                   | 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      | FI59QFEAU344                   | 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       | T11BE678UP5                    | 6,324.53                                                  | 6,324.53     | 0.00                  | 0.00  | 6,324.53               | 6,324.53     |
| 72  | PERQUIMANS   | MBXQSI2NMCK9                   | 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         | VZNPMLFT5R6                    | 40,199.94                                                 | 40,199.94    | 0.00                  | 0.00  | 40,199.94              | 40,199.94    |
| 75  | POLK         | QZ6B2PGLX4Y9                   | 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      | RS3KMYTKJL3                    | 16,301.73                                                 | 16,301.73    | 0.00                  | 0.00  | 16,301.73              | 16,301.73    |
| 83  | SCOTLAND     | FNVTUQCGHM5                    | 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        | DACFHCLOKMS1                   | 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       | L98MCUHKC2I8                   | 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

# 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. _____                                                                         |      |

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<br>FAR ROCKAWAY,NY 11691 | Overpayment on Payment of OTHER on<br>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<br>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<br>Bill # 0000032212-2023-2023-0000-00 of  | 837.66             |
| 931191  | LYNN WATERS CARWELL     | 3157 ADAM KEELING ROAD VIRGINIA BEACH,VA<br>23454                 | Overpayment on Payment of CHECK on<br>Bill # 0009531405-2023-2023-0000-00 of  | 193.25             |
| 931203  | PENNY COWARD            | 70 WARF DR WASHINGTON,NC 27889                                    | Overpayment on Payment of CHECK on<br>Bill # 0000016896-2022-2022-0000-00 of  | 333.74             |
| 931559  | RIO DEL MAR HOUSING LLC | 2021 CROSS BEAM DRIVE 124 GOA ACCOUNT<br>CHARLOTTE,NC 28217       | Overpayment on Payment of CHECK on<br>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<br>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<br>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<br>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           |

Purchase Orders to be Brought Forward to FY 2023/2024

313109 \$12,566.00  
211,523  
313109

| General Fund | Vendor                        | Description                                    | Original PO Balance | Liquidations during FY 22-23 | PO Balance 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/Soft & Water         | \$21,804.00         | \$16,353.00                  | \$5,451.00            | 104135-531000  | 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 Repairs Load Center Main Panel    | \$2,650.00          | \$0.00                       | \$2,650.00            | 10-4190-535104 | Schedule w/ FY24 Reno                                             |
| 20221038     | Ereco 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                                               |
| 20231103     | Eneco East LLC                | Courthouse York Chiller Cleaning               | \$4,848.00          | \$2,986.84                   | \$1,861.16            | 104190-535201  | Completed July 2023                                               |
| 20230855     | Advanced Court Technology     | DVR and Audio Equipment                        | \$2,295.00          | \$0.00                       | \$2,295.00            | 104310-540000  | Ordered in June 2023; not received until September 2023           |
| 20220519     | JB & G Electronics            | PPV Uplifts 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            | XPR5500E 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 Chooch 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 | Vendor               | Description                                     | Original PO Balance | Liquidations during FY 22-23 | PO Balance at 6-30-23 | GL Acct       | Justification for carry forward of funds |
|-----------------|----------------------|-------------------------------------------------|---------------------|------------------------------|-----------------------|---------------|------------------------------------------|
| 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 @ Yeasville BPS                   | \$29,179.12         | \$0.00                       | \$29,179.12           | 607130-535215 | Material Delivery Delay                  |
| 20230452        | Ferguson Enterprises | MRU 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 | Vendor                  | Description                  | Original PO Balance | Liquidations during FY 22-23 | PO Balance at 6-30-23 | GL Acct       | Justification for carry forward of funds |
|-------------|-------------------------|------------------------------|---------------------|------------------------------|-----------------------|---------------|------------------------------------------|
| 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 Mgmt 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. _____                                                                         |      |

| 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     | Allgood    | 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 Cemetery 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 | Sheriff   | 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 |

## ADDENDUM 2

### Public Hearing – Petition to Name a Road

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](mailto: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 3<sup>rd</sup> 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

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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 2<sup>nd</sup> 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

Condos\_Leaseholds

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Ingress Egress Easements

Centerlines

●

Address Points

Annotation

1:1,128

0 0.01 0.02 0.03

0 0.01 0.02 0.04 km

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## **ADDENDUM 3**

### **Purchase Order Approval, Stream Debris Removal**

**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                  | X                          | \$8.77         | \$156,106.00  |
| X              |            | X                     | X                  |                            | \$7.99         | \$ 142,222.00 |

**Authorized Signature / Consultant:**

*Edwin Smith*

**Witness:**

*Hollie 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

## SHIP TO

-----  
 155 Airport Road  
 Agriculture Building  
 Washington, NC 27889

BELLE CHASSE, LA 70037

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

## **ADDENDUM 4**

### **NC Commerce Building Reuse Grant, Elite Trucks**

**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](mailto: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](mailto: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

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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

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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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**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 15<sup>th</sup> and July 15<sup>th</sup> 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](mailto: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

Rural Economic Development Loan Agreement and  
Legally Binding Commitment, Private Owner  
**BUILDING REUSE PROGRAM**

**EXHIBIT E**  
**2023-059-3201-2587**

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 31<sup>st</sup> 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: | <b><u>Beaufort County</u></b> |
| By (Signature):         | _____                         |
| Printed Name:           | _____                         |
| Title:                  | _____                         |
| Date:                   | _____                         |

## **ADDENDUM 5**

### **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.

**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 vehicle(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 2<sup>nd</sup> 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<br>(new & replacement) |
| Household Solid Waste Collectors License    | \$40.00                                 |
| Solid Waste Ordinance Civil Penalties       |                                         |
| <u>Tier 1</u>                               |                                         |
| First Offense                               | Written Warning                         |
| Second Offense                              | \$250.00                                |
| Subsequent Offenses                         | \$500.00                                |
| <u>Tier 2</u>                               |                                         |
| First Offense                               | \$100.00                                |
| Subsequent Offenses                         | \$500.00                                |
| <u>Tier 3</u>                               |                                         |
| First Offense                               | \$300.00                                |
| Subsequent Offenses                         | \$500.00                                |
| Uncertified Scrap Tires Disposal Fee        | \$105.00 per ton                        |

## **ADDENDUM 6**

### **Schooner Point Homeowner's Association Request for Addressing Ordinance Exemption**



**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.

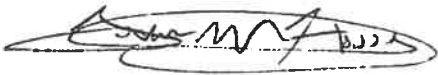
1. The official address number must be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road during both day and night.

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,



**Joshua Hollis**  
Planning / E911 Address Administrator

Enclosure

1422312

## Receipt of Acknowledgement

**Please Sign where applicable and return to sender or email: [jhollis@midcast.com](mailto:jhollis@midcast.com)**

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

**SCHOONER POINT RD  
BELHAVEN 607 1036**

7605-02-2585  
COON DENNIS  
6808 BRANTON DR  
CARY NC 27519

7605-02-2436  
PAYSEUR WILLIAM J  
402 HOLTZ LN  
CARY NC 27511

**749 SCHOONER POINT RD  
BELHAVEN 27810**

7605-02-1387  
SPRY LONNIE EDWARD  
113 SCHOONER POINT RD  
BELHAVEN NC 27810

**769 SCHOONER POINT RD  
BELHAVEN 27810**

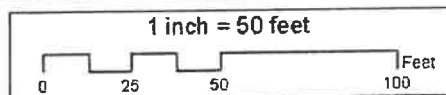
**787 SCHOONER POINT RD  
BELHAVEN 27810**

7605-02-1257  
BISHOP MICHAEL PATRICK  
114 SCHOONER POINT ROAD  
BELHAVEN NC 27810

7605-02-1136  
BISHOP MICHAEL PATRICK  
114 SCHOONER POINT RD  
BELHAVEN NC 27810

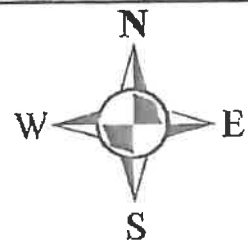
**809 SCHOONER POINT RD  
BELHAVEN 27810**

6695-92-8766  
RICKS STUART E  
65 MAPLE ST  
PANTEGO NC 27860



Date: 8/16/2023

**BEAUFORT COUNTY  
GIS / LAND RECORDS**



DISCLAIMER: THIS MAP IS PREPARED FOR THE PURPOSE OF REAL PROPERTY IN ACCORDANCE WITH THE LAND RECORDS TECHNICAL SPECIFICATIONS FOR E-FILED LAND SURVEY AND DIGITAL MAPPING SYSTEMS. GRAPHIC ILLUSTRATION HEREOF IS DERIVED FROM RECORDED DEEDS, PLATS, AND OTHER PUBLIC RECORDS. BEAUFORT COUNTY ASSUMES NO LIABILITY FOR THE ACCURACY OF INFORMATION DERIVED FROM 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.

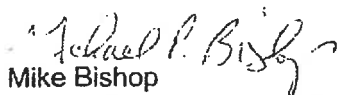
Also, there was absolutely no opportunity for input on this action prior to receiving the county's implementation letter. The residents should have been afforded the opportunity to discuss and provide input on such a possible significant change. The County Commissioners were also not provided an opportunity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

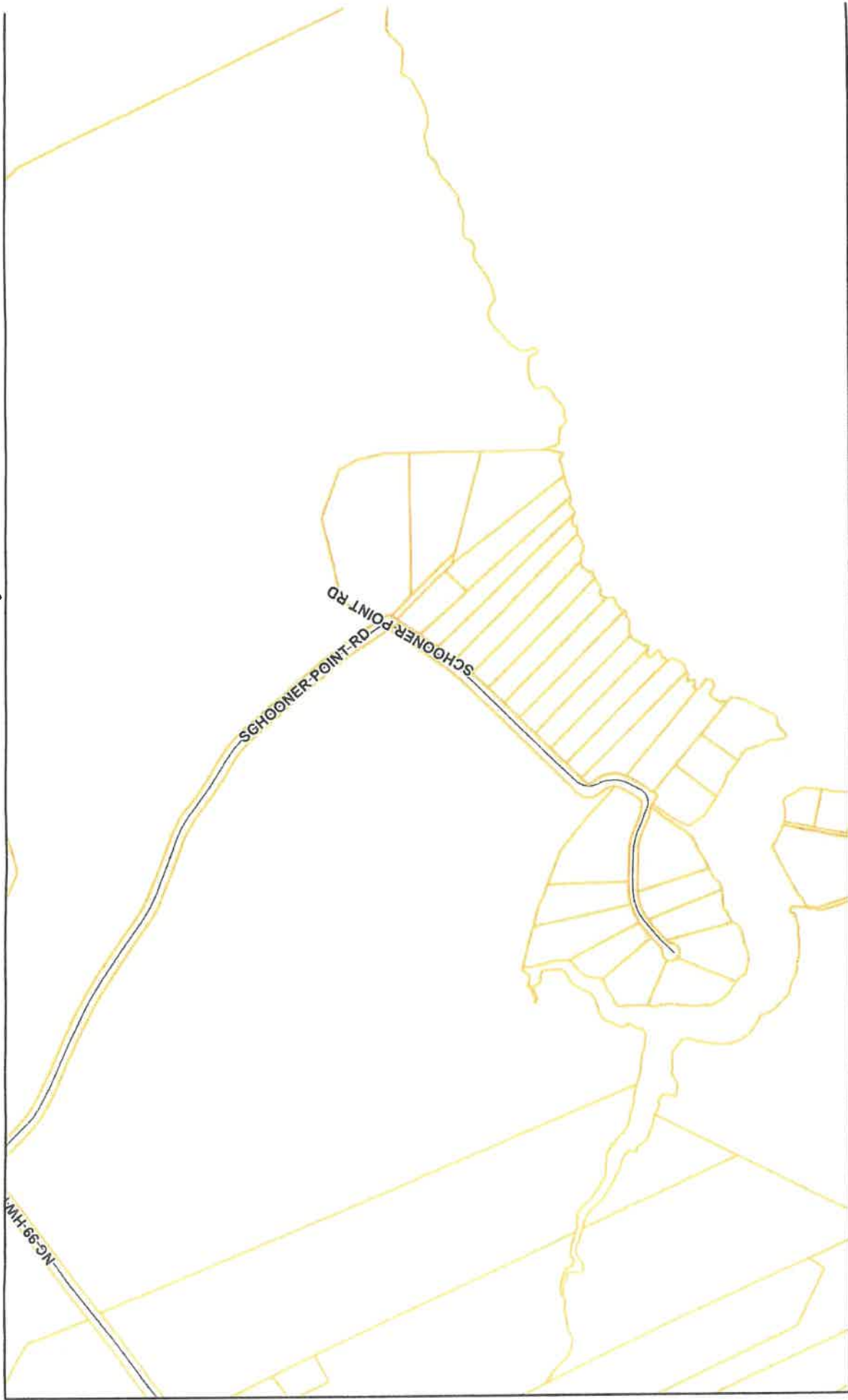
I look forward to hearing from you on this action.

Sincerely,

  
Mike Bishop

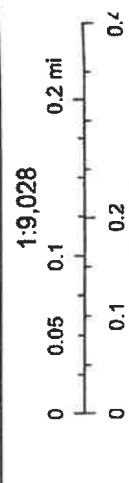
VP/Treasurer, Schooner Point Home Owner Association  
443.624.1369

Beaufort County, NC



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

-  Parcels
-  Centerlines
-  US/NC Highways



Esri Community Maps Contributors, State of North Carolina  
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## 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. 1<sup>st</sup>), 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 10<sup>th</sup> day of February, 2020.

BY: s/s [Signature], Chairman  
BEAUFORT COUNTY BOARD OF COMMISSIONERS

ATTEST: s/s [Signature], 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.

# **ADDENDUM 7**

## **State and Local Cyber Security Grant Program**

**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>    |
|                 | <b>TOTAL</b>               | <b>\$ 126,584</b> |

**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>      |
|                 | <b>TOTAL</b>       | <b>\$ 126,584</b> |

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. \_\_\_\_\_

| 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. _____                                                                         |      |



Roy Cooper, Governor

## NC Department of Public Safety EMERGENCY MANAGEMENT

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) 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 than 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](mailto: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](mailto: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](mailto: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:**

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

## 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](mailto:slcgp@ncdps.gov).

### Organization

|                                           |                                                                                                                                                          |           |       |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|
| Legal name:                               | County of Beaufort                                                                                                                                       |           |       |
| Street:                                   | 121 West 3rd Street                                                                                                                                      |           |       |
| City:                                     | Washington                                                                                                                                               | Zip Code: | 27889 |
| County:                                   | Beaufort                                                                                                                                                 |           |       |
| EIN:                                      | 56-6001521                                                                                                                                               |           |       |
| UEID:                                     |                                                                                                                                                          |           |       |
| Organization Type:                        | <input checked="" type="radio"/> Local Government <input type="radio"/> Tribe <input type="radio"/> State Agency <input type="radio"/> Community College |           |       |
| Rural Community:<br>(population < 50,000) | <input checked="" type="radio"/> Yes <input type="radio"/> No                                                                                            |           |       |

### Point of Contact

|        |                                     |        |                |
|--------|-------------------------------------|--------|----------------|
| Name:  | Brian Alligood                      | Title: | County Manager |
| Email: | brian.alligood@beaufortcountync.gov | Phone: | 252-945-0079   |

### Project Manager

|        |                                     |        |                |
|--------|-------------------------------------|--------|----------------|
| Name:  | Brian Alligood                      | Title: | County Manager |
| Email: | brian.alligood@beaufortcountync.gov | Phone: | 252-946-0079   |

### Financial Officer

|        |                                      |        |                 |
|--------|--------------------------------------|--------|-----------------|
| Name:  | Anita Radcliffe                      | Title: | Finance Officer |
| Email: | anita.radcliffe@beaufortcountync.gov | Phone: | 252-946-7721    |

### Authorizing Official

|        |                                     |        |                |
|--------|-------------------------------------|--------|----------------|
| Name:  | Brian Alligood                      | Title: | County Manager |
| Email: | brian.alligood@beaufortcountync.gov | Phone: | 252-946-0079   |

**Project Information**Title: **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 Elements

Addressed:

(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 &amp; 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          |
| <b>Total</b>            | <b>126,583.20</b> |

**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

| <i>Complete the funds-expended blanks, activities status, and submission information for annual period indicated below. Return the completed form to your grants manager.</i> |                                                                                                                                                                                                                  |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Annual                                                                                                                                                                        | <input type="checkbox"/> 12/01/22 – 06/30/24 (due 07/31/24)<br><input type="checkbox"/> 07/01/24 – 06/30/25 (due 07/31/25)<br><input type="checkbox"/> 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](mailto:SLCGP@ncdps.gov)

DocuSign Envelope ID: 9CABABE7-23D6-487F-9CF0-BE1085D79686

## **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 6<sup>th</sup>, 2021.



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)  
*An Equal Opportunity Employer*

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 28<sup>th</sup>, 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

## Attachment 5

# Fiscal Year 2022 FEMA Standard Terms and Conditions

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**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](mailto: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.



**FEMA**

Page 3 of 4

## 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.



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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: 11/6/2023**

**Agenda Section:** Public Hearing

**Presenter:** Josh Hollis, Planner

**Agenda Title:** Petition to Name a Road - Clearwater Dr

**Summary of Information:** A petition to name a private road was submitted by Shay Asby to name an existing private drive approximately 50 ft in width.

The petition is being submitted due to a pending application for an address on 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 October 25, 2023, and November 1, 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's Ordinance requires applicants to provide three (3) proposed road names. Those submitted with the petition are listed below in order of preference:

1. Clearwater Drive
2. Tally Drive
3. Ellie Drive

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

**Submitter Recommendations/Motions:** Staff recommends approving the applicant's proposed first choice of "Clearwater Drive".

**Attachments:**

1. Clearwater Dr
2. Public Notice

## Petition to Name a Private Road

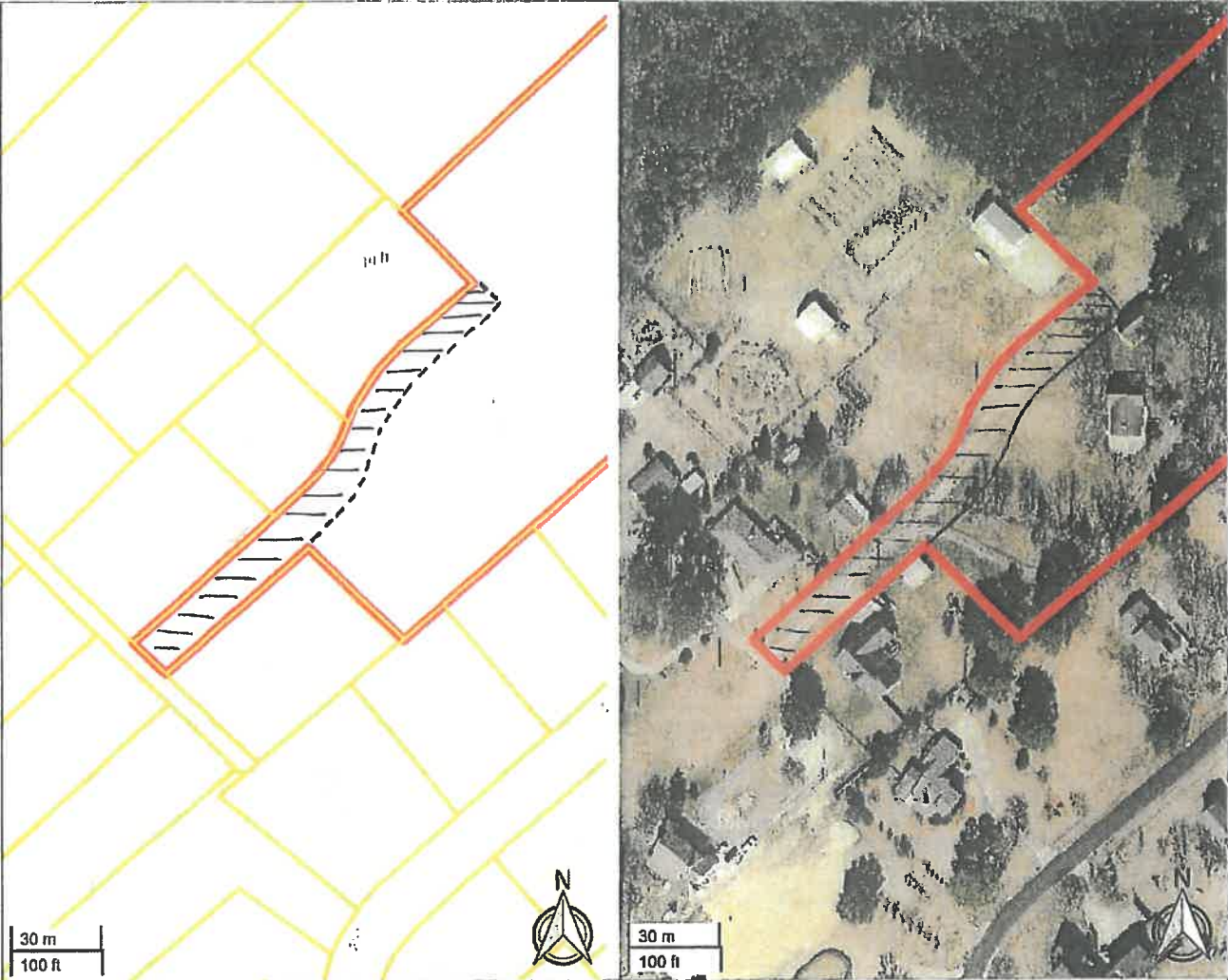
In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (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. Clearwater dr
2. Tally dr
3. Ellie dr

| Owner Name | Physical Address                           | Agree or Disagree | Signature |
|------------|--------------------------------------------|-------------------|-----------|
| Shay Asby  | 926 Isabella Ave SE<br>Washington NC 27889 |                   | Shay Asby |
|            |                                            |                   |           |
|            |                                            |                   |           |
|            |                                            |                   |           |
|            |                                            |                   |           |
|            |                                            |                   |           |

Name of person submitting petition: Shay Asby  
Phone number: (252) 945-4675  
Email: shay.asby@yahoo.com



Beaufort County, NC

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



Beaufort County Parcel Viewer  
beaufortcountygis.com

Date Printed: 10/30/2023

|              |                         |
|--------------|-------------------------|
| GPIN:        | 5685-93-2047            |
| REID1:       | 1319                    |
| NAME1:       | ASBY CLARENCE SHAY      |
| NAME2:       | ASBY JESSICA            |
| ADDR1:       | 926 ISABELLA EXT        |
| ADDR2:       | 926 ISABELLA EXT        |
| CITY:        | WASHINGTON              |
| STATE:       | NC                      |
| ZIP:         | 27889                   |
| PROP_DESC:   | 19.45 AC RICHARD J ROSS |
| LAND_VAL:    | 84789                   |
| BLDG_VAL:    | 162439                  |
| TOT_VAL:     | 247228                  |
| DEFR_VAL:    | 0                       |
| TAXABLE_VAL: | 247228                  |
| PREV_ASSES:  | 267118                  |
| ACRES:       | 19.45                   |
| PROP_ADDR:   | 926 ISABELLA AVE EX     |
| TOWNSHIP:    | 05                      |
| MBL:         | 56851615                |
| DATE:        | 2019-05-06              |
| DB_PG:       | 1988/00499              |
| STAMPS:      | 420.00                  |
| SALE_PRICE:  | 210000                  |

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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, November 6, 2023, at 5:30 PM, in the boardroom, located at 136 W 2<sup>nd</sup> St, Washington, NC 27889. This meeting will concern a public hearing regarding a filed petition to name a 50 ft wide private road. Said private road is within Map-Block-Lot # 5685-93-2047. The private road intersects Isabella Avenue Ext. A public hearing will also be held regarding a petition to rename a private road within Map-Block-Lot # 5694-37-0247. The private road intersects Edgewater Beach Rd. For any questions, please contact Mid-East Commission at (252) 974-1829.

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Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Public Hearing

**Presenter:** Joshua Hollis, Planner

**Agenda Title:** Petition to Name a Road - Edgewater

**Summary of Information:** A petition to re-name a private road was submitted by Casey Cox to name an existing private drive. The current name for said private drive is Shady Lane. The process to re-name a private drive shall meet the existing standards set forth in the County's Road Naming and Addressing Ordinance.

The County's Ordinance requires applicants to provide three (3) proposed road names. Those submitted with the petition are listed below in order of preference:

1. Edgewater Park
2. Edgewater Park Lane
3. Edgewater Park Road

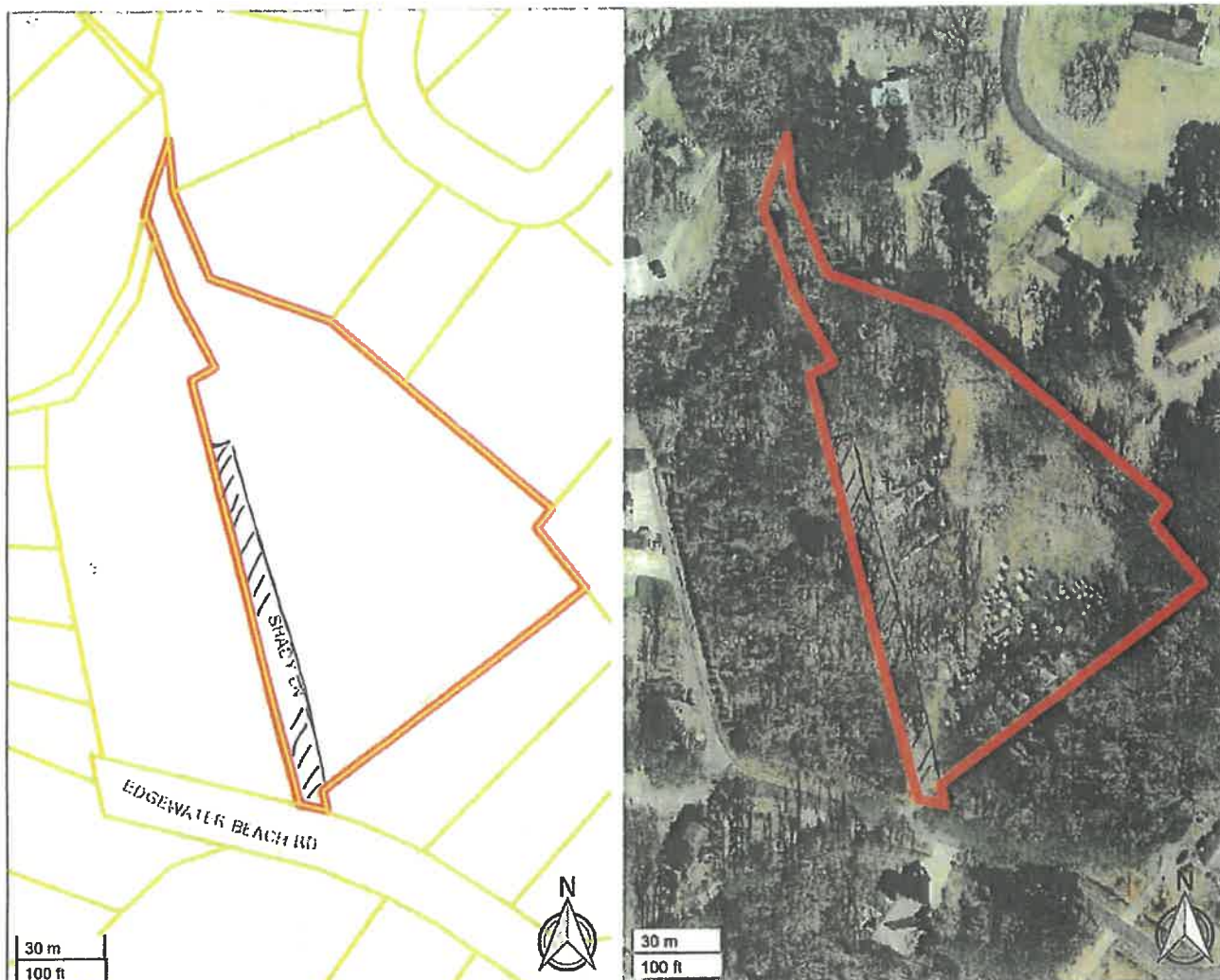
Prior to advertising, staff informed Mr. Cox that we would reject all three suggestions due to the likeness of already existing similarly named roads, and we suggested that alternatives be provided. See **Section II.D.** of the Road Naming Ordinance which States, "**The name of any new road or road to be renamed, whether it is public or private, shall not (1) duplicate or be similar to any other road name within the county...**" Mr. Cox wished to appeal against this decision, and we proceeded with the advertising process.

The notice of public hearing was sufficiently advertised. Advertisement was posted in the Washington Daily News for two consecutive weeks, on October 25, 2023, and November 1, 2023. Notices of the Public Hearing were also posted in the Beaufort County Courthouse 10 days prior to the day of the hearing.

**Submitter Recommendations/Motions:** Staff recommends not approving the applicant's proposed road name suggestion.

**Attachments:**

1. Edgewater Attachments
2. Public Hearing Notice



## Beaufort County, NC

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



Beaufort County Parcel Viewer  
beaufortcountygis.com

Date Printed: 10/30/2023

|              |                    |
|--------------|--------------------|
| GPIN:        | 5694-37-0247       |
| REID1:       | 37992              |
| NAME1:       | COX CASEY RAY      |
| NAME2:       | COX GAY IANNE      |
| ADDR1:       | PO BOX 61          |
| ADDR2:       | PO BOX 61          |
| CITY:        | WASHINGTON         |
| STATE:       | NC                 |
| ZIP:         | 27689              |
| PROP_DESC:   | 2.71 AC HODGES/COX |
| LAND_VAL:    | 44203              |
| BLOG_VAL:    | 42105              |
| TOT_VAL:     | 86308              |
| DEFR_VAL:    | 0                  |
| TAXABLE_VAL: | 86308              |
| PREV_ASSES:  | 72461              |
| ACRES:       | 2.71               |
| PROP_ADDR:   | 10 SHADY LN        |
| TOWNSHIP:    | 05                 |
| MBL:         | 56941055           |
| DATE:        | 2023-03-09         |
| DB_PG:       | 1047/00109         |
| STAMPS:      |                    |
| SALE_PRICE:  | 0                  |

CHANGE

## Petition to Name a Private Road

In an effort to name an <sup>change unnamed</sup> 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.

CURRENT NAME: SHADY LN

### Proposed Road Names

1. Edgewater PARK
2. Edgewater PARK LN
3. Edgewater PARK RD

| Owner Name | Physical Address            | Agree or Disagree | Signature |
|------------|-----------------------------|-------------------|-----------|
| Casey Cox  | 24 CANAL LN                 | Agree             | Casey Cox |
| Tracy Cox  | 7253 Tree Union Church Road | Agree             | Tracy Cox |
|            |                             |                   |           |
|            |                             |                   |           |
|            |                             |                   |           |

Name of person submitting petition: Casey Cox

Phone number: 252-947-0279

Email: Casey Cox.NC@gmail.com

## Joshua Hollis

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**From:** Casey Cox <caseycox.nc@gmail.com>  
**Sent:** Wednesday, September 27, 2023 8:22 PM  
**To:** Joshua Hollis  
**Subject:** Re: Petition to Name a Rd

Joshua,

Since it has been determined that the name we have chosen to rename Shady Ln may be in conflict with an ordinance or regulation due to similarity, we would like our chosen name to be brought before the County Commissioners for consideration and hearing of justification.

We understand the policy of naming roads similarly may cause issue with first responders, but in this case, an entire word has been added to the name and the similar road names are adjacent and not across the county.

Thanks for your cooperation in handling this for us and I will be available at the County Commissioners meeting to make our plea and to seek understanding of the current policy.

Casey Cox

On Sep 12, 2023, at 1:50 PM, Joshua Hollis <[jhollis@mid-eastcom.org](mailto:jhollis@mid-eastcom.org)> wrote:

Here is the petition per our conversation. Again, it would be a \$25 application which would be turned in at inspections. Let me know if you have any other questions.

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

<image001.png>

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

*Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

<Petition\_Name\_Private\_Road.pdf>

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Notice of County Board of Commissioners Meeting  
Beaufort County, NC

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Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Carolyn Garris, Register of Deeds

**Agenda Title:** Register of Deeds Report

**Summary of Information:** Ms. Garris will give an update on the workings of the Register of Deeds office.

**Submitter Recommendations/Motions:** N/A

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Sheriff Scott Hammond Sheriff's Office

**Agenda Title:** 12 SRO Positions

**Summary of Information:** Sheriff Hammond would like to hold a discussion with the Board of Commissioners regarding the 12 SRO positions.

**Submitter Recommendations/Motions:** Discussion.

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Decision

**Presenter:** Overman, West, Public Works

**Agenda Title:** Request for Funding for Aurora Medical Clinic Improvements

**Summary of Information:** At the August 2023 Board of Commissioners meeting, the Board approved transferring control of the Aurora Medical Clinic from ECU Health back to the County. The need for improvements to the building and grounds was noted at that time. Funds for improvements to the Aurora Medical Clinic were not included in the FY2024 budget.

Staff completed a thorough walk-through and developed a list of tasks with estimated costs to make the site safe, secure, and usable. The task list does not address changes needed for specific uses of the building as that has yet to be determined. The task list also does not include furniture, fixtures, or replacement of major building systems such as HVAC units, fire alarm, security systems, lighting, or electrical wiring. Immediate needs have either already been addressed or are in process. Estimated costs for generalized tasks are listed below:

|                                                                                                                                                                                                                                                                             |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Landscaping/Sitework <ul style="list-style-type: none"><li>- Shrub &amp; Tree removal/trimming, grading for drainage</li><li>- New landscaping</li><li>- Parking lot improvements (re-surface, striping, etc.)</li><li>- Exterior lighting &amp; signage</li></ul>          | \$84,650         |
| Exterior Improvements <ul style="list-style-type: none"><li>- Roof repairs</li><li>- Spraying for pests/Termite Treatment</li><li>- Repair/replacement of siding, windows, and doors</li><li>- Loading dock/ADA ramp repairs</li></ul>                                      | \$87,650         |
| Interior Improvements <ul style="list-style-type: none"><li>- Cleaning of ductwork &amp; installation of air purification</li><li>- Electrical upgrades</li><li>- Interior finishes – carpet, tile, painting, ceiling tile, etc.</li><li>- Locking/keying updates</li></ul> | \$143,200        |
| Utilities – FY2024                                                                                                                                                                                                                                                          | \$8,000          |
| Contingency – 15%                                                                                                                                                                                                                                                           | \$48,500         |
| <b>Total Project Estimate</b>                                                                                                                                                                                                                                               | <b>\$372,000</b> |

**Submitter Recommendations/Motions:** Appropriate ARPA generated fund balance to fund this project and approve the capital project ordinance.

**Attachments:**

1. Reno Estimate
2. Budget Amendment
3. Capital Project Ordinance

## **Aurora Clinic Renovation Estimate**

10/31/2023

### **Estimated Cost**

#### **Landscaping/Sitework**

**\$84,650.00**

|                                                   |             |
|---------------------------------------------------|-------------|
| Remove existing landscaping                       | \$5,350.00  |
| Provide & install new landscaping                 | \$8,000.00  |
| Provide & install new signage                     | \$3,900.00  |
| (4) Light Poles - replace light heads with LED    | \$2,400.00  |
| Install new lighting -rear of building            | \$4,000.00  |
| Parking lot - patch asphalt & resurface (1850 SY) | \$36,500.00 |
| Parking lot - undercut                            | \$10,000.00 |
| Parking lot - re-stripe lines                     | \$5,500.00  |
| Install flagpole with lights                      | \$6,000.00  |
| New dumpster corral                               | \$3,000.00  |

#### **Exterior**

**\$87,650.00**

|                                                                      |             |
|----------------------------------------------------------------------|-------------|
| Roof - REI to perform roof inspection                                | \$1,200.00  |
| HVAC - inspect & service (3) units                                   | \$2,500.00  |
| HVAC - One unit replacement (estimate)                               | \$10,000.00 |
| Insect/pest removal                                                  | \$300.00    |
| Termite treatment                                                    | \$1,700.00  |
| Vinyl siding repairs - various locations REI quoted                  | \$10,000.00 |
| (3) door replacements - replace hollow wood with HM                  | \$7,500.00  |
| Remove (5) slider doors&replace w/framed openings, windows, shingles | \$25,000.00 |
| Replace glass with broken seals in skylights - repair seals          | \$3,900.00  |
| Investigate full length windows (no leaks)                           | \$250.00    |
| Repair masonry on rear ramp/loading dock                             | \$20,000.00 |
| Install chain/rail on loading dock-ask Jennifer                      | \$3,500.00  |
| Seal penetrations                                                    | \$1,000.00  |
| Power Wash building                                                  | \$800.00    |

#### **Interior**

**\$143,200.00**

|                                                           |             |
|-----------------------------------------------------------|-------------|
| Patch ceiling in storage closet (water damage)            | \$500.00    |
| Remove water damaged drywall and investigate cause/damage | \$500.00    |
| Inspect fire alarm and alarm system                       | \$300.00    |
| Update alarm system dialer                                | \$1,500.00  |
| Clean ductwork                                            | \$4,100.00  |
| Install i-Wave and UV light in HVAC units                 | \$5,500.00  |
| Replace 4 toilet tissue holders                           | \$400.00    |
| Remove stove/oven, existing furnishings                   | \$1,000.00  |
| New Breakroom Cabinets & Appliances                       | \$4,200.00  |
| Replace Federal Pacific electrical panels                 | \$15,000.00 |
| Replace ACT with non-porous ACT (ceiling tile)            | \$16,500.00 |
| Remove vinyl wall covering, sand, and paint               | \$7,500.00  |
| Paint all walls                                           | \$25,000.00 |
| New carpet and VCT                                        | \$33,900.00 |
| Service automatic front door                              | \$1,300.00  |
| Replace toilets with HC                                   | \$1,000.00  |

|                                                |            |
|------------------------------------------------|------------|
| Install (1) new hot water heater & cut-offs    | \$900.00   |
| Secure rear entrance-panic bar & keypad        | \$1,600.00 |
| Misc. Carpentry                                | \$5,000.00 |
| Re-key lock/replace door hardware as needed    | \$3,500.00 |
| Replace lighting fixtures(partial)             | \$4,000.00 |
| Misc. Electrical (move outlets,switches, etc.) | \$5,000.00 |
| Final Cleaning                                 | \$5,000.00 |

|                                  |                          |            |
|----------------------------------|--------------------------|------------|
| <b><u>Utilities (FY2024)</u></b> | <b><u>\$8,000.00</u></b> | \$8,000.00 |
|----------------------------------|--------------------------|------------|

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>\$323,500.00</u></b>    | <b><u>\$323,500.00</u></b> |
| <b><u>15% Contingency</u></b> | <b><u>\$372,025.00</u></b> |

**Not included:**

Generator  
Building Security System- Cameras  
Electronic Door Access System  
Computer/Servers/WiFi/Network Drops  
UPS  
Furniture/Fixtures

# Beaufort County Finance

# Budget Amendment Request

Department: GENERAL FUND  
FY Budget: **23-24**

Date of Request: 11/6/23

| ACCOUNT NO.    | TITLE OF ACCOUNT                      | INCREASE  | DECREASE |
|----------------|---------------------------------------|-----------|----------|
| 10-0991-499100 | Appropriated Fund Balance             | \$372,000 |          |
| 10-9800-598185 | Transfer To Aurora Medical Clinic CPF | \$372,000 |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |
|                |                                       |           |          |

Department Justification: **To appropriate general fund balance generated from ARPA funds in the amount of \$372k to complete renovations at the Aurora Medical Clinic.**

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

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. _____                                                                         |      |

**AN ORDINANCE TO ESTABLISH A CAPITAL PROJECT FUND  
AURORA MEDICAL CLINIC IMPROVEMENTS  
BEAUFORT COUNTY, N.C.  
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 capital project is hereby established:

Section 1. The Aurora Medical Clinic Improvements Capital Project Fund is authorized for the renovation of the Aurora Medical Clinic.

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:

|                 |                  |           |
|-----------------|------------------|-----------|
| 185-4982-439810 | Transfer from GF | \$372,000 |
|-----------------|------------------|-----------|

Expenditures:

|                 |                       |              |
|-----------------|-----------------------|--------------|
| 185-4983-566050 | Landscaping/Sitework  | 84,650       |
| 185-4983-566052 | Exterior Improvements | 87,650       |
| 185-4983-566054 | Interior Improvements | 143,200      |
| 185-4983-566056 | Contingency           | 48,500       |
| 185-4983-533000 | Utilities             | <u>8,000</u> |
|                 |                       | \$372,000    |

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

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

Section 5. Copies of this capital 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 6<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk



## Beaufort County Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Decision

**Presenter:** Overman, West, Public Works

**Agenda Title:** Request for Additional Funding for Solid Waste Site Improvements

**Summary of Information:** During the planning and designing of the Solid Waste Site Improvements project, there were many unknowns regarding the extent and condition of the existing asphalt paving at the three sites. The contract included scraping and sweeping of the hard surfaces and a small quantity of asphalt patching. After performing these tasks at the River Road site, it was discovered that there is more asphalt than thought and the condition is worse than expected. Many areas have less than one inch of surface paving that is crumbling from years of heavy use.

Staff received a proposal in the amount of \$55,793 from the contractor to resurface the River Road collection site, including milling existing asphalt and asphalt pavement of 2 to 3 inches, depending on location (see attached plan showing the extents of the proposed pavement).

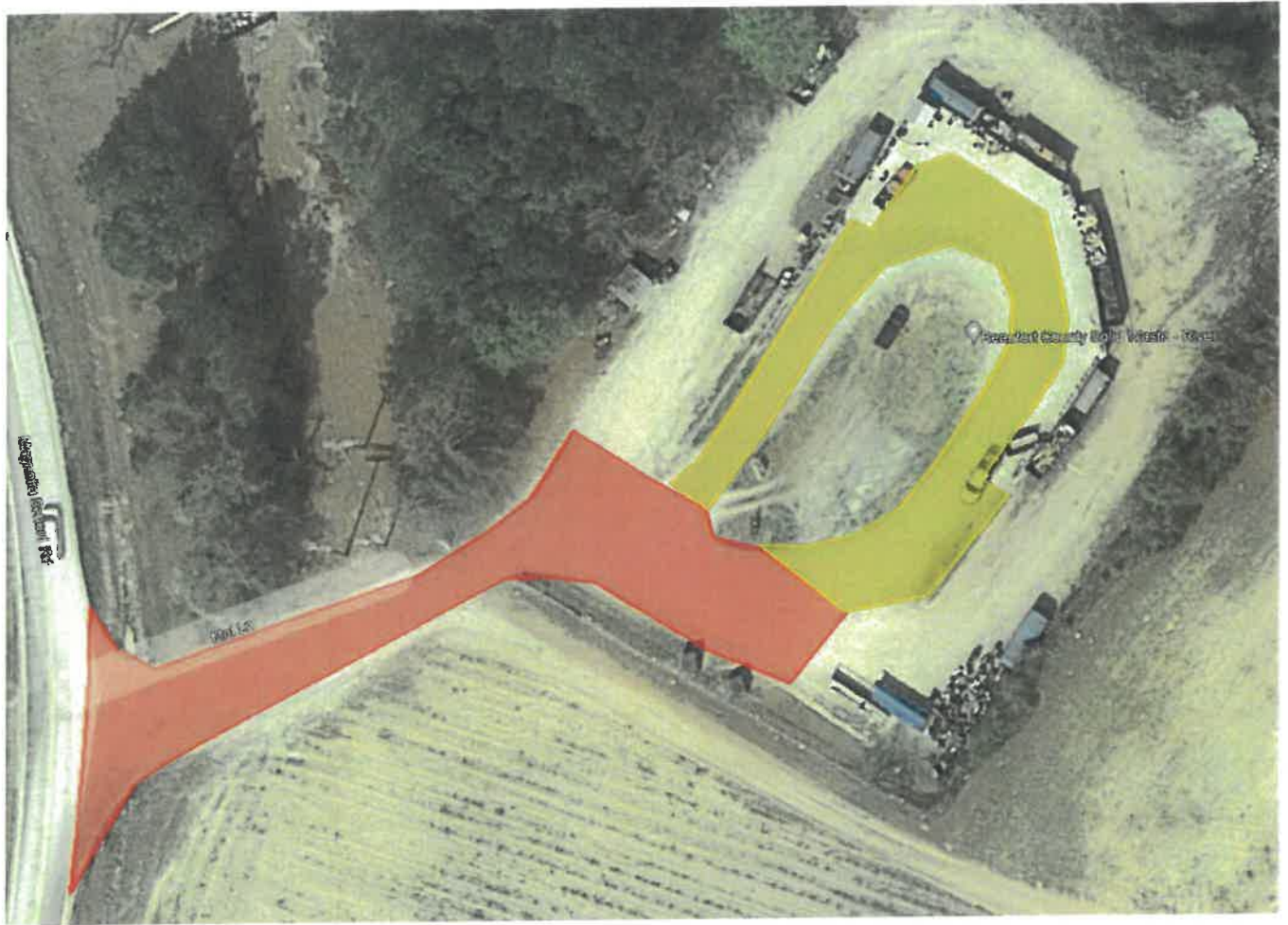
The River Road collection site serves an area with a high population density and the parcel is owned by the County; therefore, it is expected that this site will be used for many years for collection of solid waste, in some manner. Resurfacing both the driveway and loop will provide a longer lasting solution than patching and a better experience for the users of the site. Otherwise, frequent patching will be needed, or replacement of the surface with rock requiring continuous maintenance.

An additional \$4,207 of funding is also requested for unit price quantity adjustments and additional unforeseen circumstances as the project progresses.

**Submitter Recommendations/Motions:** Staff recommends approving \$60,000 of additional funding for the Solid Waste Site Improvements project, the associated budget amendment, and the associated contract change order.

**Attachments:**

1. Proposed Paving Plan



3" S9.5B Asphalt  
 1,050.00 SY

2" S9.5B Asphalt  
 670.00 SY

# Budget Amendment Request

**Date of Request:** 11/6/23

| ACCOUNT NO.     | TITLE OF ACCOUNT                              | INCREASE | DECREASE |
|-----------------|-----------------------------------------------|----------|----------|
| 81-3990-499100  | Fund Balance Appropriated                     | 60,000   |          |
| 81-4720-598182  | Transfer to Collection Sites Improvement Fund | 60,000   |          |
| 182-3910-433015 | Transfer from Solid Waste Fund                | 60,000   |          |
| 182-8120-535150 | SW Collection Site Improvements               | 60,000   |          |

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: 11/6/2023**

**Agenda Section:** Item for Decision

**Presenter:** Brad Hufford, Economic Development Director

**Agenda Title:** NC Railroad Company Build Ready Sites Grant

**Summary of Information:** The industrial site at Chocowinity is the County's prime industrial development opportunity. The site is owned by Beaufort County and located on US Highway 17. It is bisected by a Norfolk Southern Railroad line. It is fully served by infrastructure, with Duke Energy providing electricity, water from Beaufort County, sewer from the Town of Chocowinity, natural gas from Piedmont Natural Gas, and internet by Brightspeed. In 2018 Duke Energy provide funds to perform needed site studies (due diligence) as part of their Duke Energy Site Readiness Program.

Beaufort County Economic Development staff sought additional funds to make the site more appealing to industrial clients considering a new location for their business. One such grant program is the Build-Ready Sites grant by the North Carolina Railroad Company (NCRR). The purpose of the grant is "to increase the number of rail-served sites that are ready for development in North Carolina, thereby increasing the likelihood that new rail-using manufacturers will locate or expand, yielding additional job creation, rail use, and expanded local tax base in communities throughout the state."

Beaufort County Economic Development staff submitted the site in Chocowinity for consideration in late 2022. The application and evaluation required staff to submit maps and copies of the site studies, statements of the infrastructure capacity on site and a site visit by NCRR staff and a site selection consultant with Global Location Strategies. Global Location Strategies advises NCRR on what sites would have the highest likelihood of companies locating there. Earlier this year Beaufort County was selected to receive grant funding in the amount of \$420,000 to be used for clearing and grading to develop a pad site ready for industrial development. A wetland delineation map is currently being updated for the site.

The site pad project is estimated at \$700,000. The NCRR grant requires a 40% local match which equals \$280,000. This \$280,000 would leverage the grant amount of \$420,000 for a total of \$700,000 toward clearing and grading and development of a pad-ready industrial site. NCRR has stated that if a rail user project is considering the Chocowinity Industrial Park before the pad site can be developed, the grant could be offered to the company directly as part of an incentive package, whereby the company could use the funds for their own building pad site development. This will allow the County to continue to market the site during the planning and construction phase while also providing a unique incentive that other sites in NC would not be able to offer.

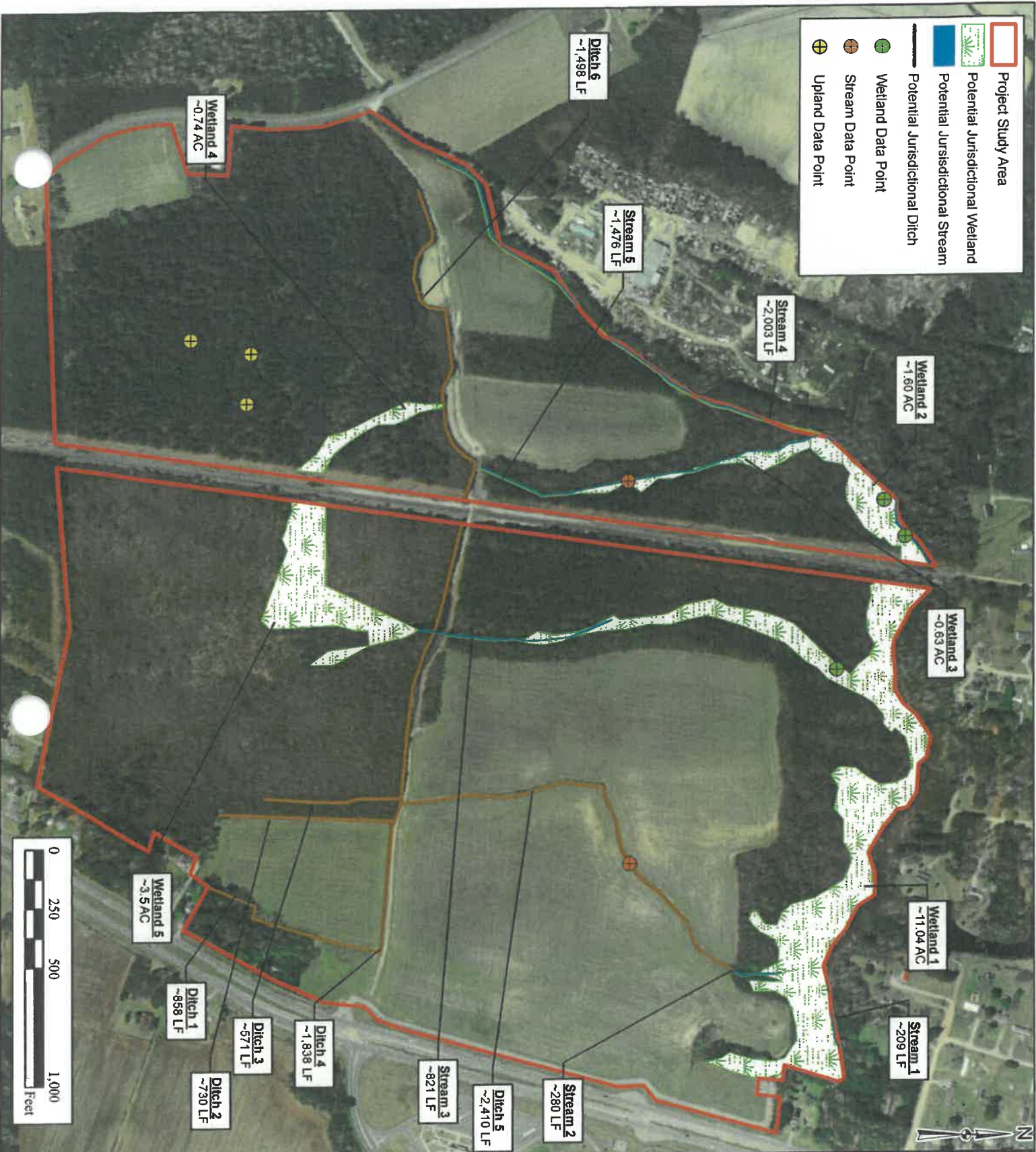
Staff continue to submit the site in Chocowinity for multiple projects. The site's size, infrastructure, level of due diligence, highway access and rail line make it attractive to clients. Rail projects tend to be larger in scale both in land needed, but also capital investment and number of jobs created. The automotive industry continues to look at NC for manufacturing operations for gasoline and EV plants as well as EV battery production. Last week, Epsilon Advanced Materials selected Brunswick County to be the site of a new EV battery materials plant. The investment is \$650 million and will create 500 new jobs in Bolivia, NC. That site previously received a NCRR build ready site grant.

**Fiscal Impact:** Funds to pay the local match of \$280,000 would be provided from fund balance created by ARPA funding.

**Submitter Recommendations/Motions:** Staff recommends approving the NCRR grant contract, approving the budget amendment providing ARPA generated fund balance funding for the project, approving the project ordinance and authorizing the County Manager to execute the agreement and other related documents for the grant.

**Attachments:**

1. Grant Contract
2. Budget Amendment
3. Project Ordinance



Client:



Project:

BEAUFORT COUNTY  
INDUSTRIAL PARK  
FREDERICK ROAD,  
CHOCOMUNITY,  
BEAUFORT COUNTY,  
NORTH CAROLINA

Title:

POTENTIAL WATERS  
OF THE US MAP

NOTES:

1. WATERS OF THE US WERE OBSERVED BY ECS ON MARCH 15-16, 2023 & MAY 9, 2023.

2. FEATURES DEPICTED ON THIS MAP HAVE NOT BEEN VERIFIED BY THE USACE AND NCDWR. THE DELINEATION FINDINGS ARE SUBJECT TO CHANGE BASED ON AGENCY VERIFICATION.

3. THIS MAP SHOULD BE USED FOR PRELIMINARY PLANNING PURPOSES.

Drawn By:

KEW

Scale:

1 in = 542 ft

Approved By:

WBF

Date:

5/12/2023

ECS Project No.

49:19630

FIG 7

# NCCR "BUILD READY SITES"

## NEED

North Carolina has a substantial amount of land available for development located along active railroad corridors. The state offers multiple funding opportunities for development needs (e.g. infrastructure, building demo, etc.) when there is an active economic development client.

Often, companies aren't able to wait on these improvements—thus having a ready site becomes a key differentiator between a community and its competitors when working to attract a new company.

For more information, contact [EconDev@ncrr.com](mailto:EconDev@ncrr.com) or visit [ncrr.com](http://ncrr.com).

## GOALS



Position N.C. with a distinct competitive advantage:  
offer development-ready rail industrial sites in varying sizes and geographies



Partner to remove development barriers which are currently reasons for site elimination



Improve site development timeline predictability through advancements in readiness

## SELECTION

Priority will be given to:



Level of economic distress



Rural nature of site location



Access to industrial grade utility infrastructure at site (e.g. power, water/sewer, gas)



Transportation access (e.g. rail, highway, interstate, ports)



Ability for NCCRR funding to impact overall readiness of site



2809 Highlands Blvd.  
Raleigh, NC 27604

For more information,  
visit our website  
or contact with us at:  
[@NCRailroad](mailto:@NCRailroad)

[ncrr.com](http://ncrr.com)  
919-954-7801  
[EconDev@ncrr.com](mailto:EconDev@ncrr.com)

## SITE REQUIREMENTS

### SIZE



50+

CONTIGUOUS  
DEVELOPABLE ACRES

### OWNERSHIP



Owned by a willing seller with an established asking price, zoned industrial or able to be rezoned to industrial or local equivalent within 90 days

### ENVIRONMENTAL



Must be outside of FEMA 100-year floodplain, free of wetlands, endangered species, or other environmentally unacceptable conditions that significantly impact or delay development  
Threats to or existing due diligence studies will have to be completed prior to grant award

## INFRASTRUCTURE



Must be served by industrial-grade infrastructure (water, sewer, power) within two years  
Documentation to qualify projects required.  
Preference given to sites with industrial gas access

## RAIL



Must be located within 0.5 mile or less and potential for rail service confirmed by operating railroad

## FUNDING

### AVAILABILITY



Up to \$500,000 (5750,000 if site located along NCCRR corridor)  
or 60 percent of total proposed project cost, whichever is less. Must demonstrate ability to secure balance of funding through financial or in-kind contributions from railroad's private, non-profit, or public partner(s).

### USES



Land preparation, critical water and/or sewer services. Proposed funding improvement must be completed within 18 months of grant award

### APPLICANTS



Economic development team via county or local municipality

### SUPPORT



Demonstration of community support from relevant county commissioners and/or municipal councils required

**NORTH CAROLINA**

**BEAUFORT COUNTY**

**NORTH CAROLINA RAILROAD  
COMPANY**

**BUILD READY SITE GRANT  
AGREEMENT**

**AND**

**COUNTY OF BEAUFORT, NORTH CAROLINA**

This BUILD READY SITE GRANT AGREEMENT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **County of Beaufort, North Carolina** (hereinafter "Government Entity") and the **North Carolina Railroad Company** (hereinafter "NCRR"). The Government Entity and NCRR are collectively referred to as the "Parties".

#### **RECITALS**

WHEREAS, the Government Entity desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base.

WHEREAS, NCRR created this program to increase the number of rail-served sites that are ready for development in North Carolina, thereby increasing the likelihood that new rail-using manufacturers will locate or expand, yielding additional job creation, rail use, and expanded local tax base in communities throughout the State.

WHEREAS, the Parties have identified a site located at **5372 US Highway 17** in Beaufort County ("the Site") to develop and market to potential rail-using industrial customers.

WHEREAS, in order to attract a potential rail-using industrial customer, the Parties have determined that certain preliminary engineering, design, and site preparation work needs to be undertaken in order to remove development barriers and improve construction timeline predictability around the Site. The Site together with all the work outlined in Section 2 of this Agreement hereinafter shall be referred to as the "Build Ready Site" or the "Build Ready Site Project".

WHEREAS, the preliminary cost estimate of the Build Ready Site Project to be completed by the Government Entity or other parties is \$700,000.

WHEREAS, as part of the program, NCRR has agreed to award the Government Entity a grant of \$420,000 for the costs incurred in preparing the Build Ready Site Project as set forth in Section 2 of this Agreement.

WHEREAS, the Government Entity and NCRR now desire to enter into this Agreement setting forth the business terms and conditions for the NCRR grant for the Build Ready Site Project.

NOW THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. **TERM.** The term of this Agreement shall begin on the date this Agreement is executed (hereinafter the "Agreement Date") and shall end ("Expiration Date") five (5) years from the Agreement Date, unless otherwise extended as set forth in Section 4 herein.

2. **BUILD READY SITE PROJECT DESCRIPTION.**

The Build Ready Site Project shall consist of the engineering, design, and site preparation work for the Build Ready Site including but not limited to grading, drainage, and any other incidental work associated with the land preparation of the Build Ready Site. All Build Ready Site Project costs over the NCRR grant shall be borne by the Government Entity or other parties.

3. **PROJECT ESTIMATE, BUILD READY SITE PROJECT GRANT, AND GOVERNMENT ENTITY ESCROW ACCOUNT.**

- A. Pursuant to this Agreement, NCRR shall award a grant of \$420,000 to Government Entity for the Build Ready Site Project.
- B. The preliminary Build Ready Site Project conceptual and corresponding estimate are attached hereto as Exhibit A. Within thirty (30) days of execution of this Agreement, the Government Entity shall cause to be provided to NCRR an updated estimate, schedule, and specifications for the Build Ready Site Project. In addition, the Government Entity shall provide a current, updated Build Ready Site Project Budget (sources and uses of funds statement). Within five (5) days of execution of this Agreement or within five (5) days of execution of a construction agreement, whichever is later, the Government Entity shall cause to be provided to NCRR a copy of the construction agreement for the Build Ready Site Project.
- C. The Government Entity shall hold the NCRR grant funds in escrow, to be used solely for the Build Ready Site Project. Within seven (7) days of receiving funds, the Government Entity shall provide documentation showing the placement of the funds in an escrow account. Within sixty (60) days of releasing any or all of the NCRR grant funds from escrow, the Government Entity shall submit to NCRR documentation for paid invoices showing actual, eligible costs for the Build Ready Site Project. Furthermore, the Government Entity shall retain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate actual costs, including but not limited to any forms supplied by NCRR,

incurred under this Agreement, including, without limitation, receipts, vouchers, invoices, waivers of mechanic's and materialmen's liens by contractors and subcontractors, and certificates of the contractors. The Government Entity shall make such materials available at its office at all reasonable times during the construction period, and at least until the Expiration Date under this Agreement, for inspection and audit by NCRR at reasonable times during normal working hours at the location where such records are normally maintained by the Government Entity. This provision shall survive the expiration or earlier termination of this Agreement.

4. **OWNERSHIP AND MARKETING OF BUILD READY SITE.**

The Site shall be owned and maintained by an entity committed to marketing the Build Ready Site, including all improvements made as part of the Build Ready Site Project, to a rail-using industrial customer ("Company"). Reasonable efforts to market the Build Ready Site to a Company shall continue for a period of five (5) years from the Agreement Date (the "Marketing Period"). If the Build Ready Site is conveyed, by sale or lease, to a rail-using industrial customer within the Marketing Period (the "Project Conveyance Date"), (i) the Expiration Date of this Agreement shall be extended for a period of five (5) years and two (2) months from the Project Conveyance Date, and (ii) the Government Entity shall enter into a separate agreement with the Company which provides that the Company shall meet the Company Performance Requirements set forth in Section 6 herein.

5. **MAINTENANCE, OPERATION, LIABILITY AND INSURANCE.**

At all times prior to the Expiration Date, parties other than NCRR shall be responsible for the maintenance, operation, liability and insurance for the Build Ready Site. Any written agreement entered into between a Company, the Government Entity, or other parties shall expressly provide for the maintenance, operation, liability and insurance for the Build Ready Site. Within five (5) days of the execution of such an agreement, the Government Entity shall cause to be provided a copy of the agreement to NCRR.

6. **COMPANY PERFORMANCE REQUIREMENTS.**

- A. A "Rail User" is defined as an industrial customer that used the Site to ship at least one railroad car.
- B. Beginning with the Project Conveyance Date, the Company shall (i) own or lease the Build-Ready Site, and (ii) meet the definition of Rail User before passage of the Compliance Date ("Company Performance Requirements").
- C. The date that is the earlier of either (i) the five (5) year anniversary of the Project Conveyance Date, or (ii) the one (1) year anniversary of the opening of the facility for an industrial customer on the Site is the "Compliance Date."

- D. Upon meeting the Company Performance Requirements and within one (1) month after the Compliance Date, the Government Entity shall cause to be provided to NCRR documentation concerning the Company's compliance with the Company Performance Requirements.
- E. If the Company meets the Company Performance Requirements in full, then the Government Entity does not have to repay NCRR any of the NCRR grant.
- F. If the Company fails to own or lease the Build Ready Site or fails to meet the definition of Rail User, both for the required five (5) year minimum, then the Government Entity shall repay NCRR the NCRR grant as follows:
- i. If the Company owns or leases Build Ready Site for three (3) years or less from the Project Conveyance Date or fails to meet the definition of Rail User during this period, then the Government Entity shall repay NCRR ninety percent (90%) of the NCRR grant;
  - ii. If the Company owns or leases Build Ready Site for three (3) years and one (1) day up to four (4) years from the Project Conveyance Date or fails to meet the definition of Rail User during this period, then the Government Entity shall repay NCRR sixty-five percent (65%) of the NCRR grant; or
  - iii. If the Company owns or leases Build Ready Site for four (4) years and one (1) day up to five (5) years from the Project Conveyance Date or fails to meet the definition of Rail User during this period, then the Government Entity shall repay NCRR fifty percent (50%) of the NCRR grant.
- F. The extent to which the Company has complied with the Company Performance Requirements, as set forth in Section herein, shall be determined by the compliance reports and letters that the Government Entity shall submit or forward to the NCRR Economic Development Department on or before the Expiration Date (as extended).
- G. For the avoidance of doubt, if the Government Entity is unable to enter an agreement for any of the Build Ready Site prior to the initial Expiration Date (not extended), then the Government Entity does not have to repay NCRR any of the NCRR grant.
- H. By contrast, if the Government Entity enters into an agreement for the entirety of a Build Ready Site with a Company that is not a Rail User prior to completion of the Build Ready Site Project, then the Government Entity shall repay NCRR one hundred percent (100%) of the NCRR grant.

7. **TERMINATION AND MODIFICATIONS.**

- A. Failure on part of the Government Entity to comply substantially with any of the material provisions of this Agreement will be grounds for NCRR to withdraw participation in the Build Ready Site Project and terminate this Agreement and the grant awarded herein. Upon termination of this Agreement, the Government Entity must repay 100% of the NCRR grant, including the remaining proceeds held in escrow.
- B. If physical construction of the Build Ready Site Project (actual land-disturbing activities) has not begun within two years of the Agreement Date, this Agreement terminates automatically.
- C. The completion of the work for the Build Ready Site Project covered by this Agreement shall be pursued as expeditiously as possible. If the work for the Build Ready Site Project specified in this Agreement is unable to be completed due to a condition of *force majeure* or other conditions beyond the reasonable control of the Government Entity, then the Government Entity will diligently pursue completion of the Build Ready Site Project once said condition or conditions are no longer in effect.
- D. If unforeseen calamity, an Act of God, financial disaster, a condition of *force majeure* or other conditions beyond the reasonable control of the Company is the cause of the Company's failure to meet its Company Performance Requirements as set forth in Section 6 above, then the Government Entity and the Company may request an extraordinary modification of this Agreement from NCRR, including an extension of the term of this Agreement. The Parties agree that any decision to allow such modification shall be in the sole discretion of NCRR.
- E. Any modifications to the Company Performance Requirements or the obligation to repay provisions set forth herein may only be modified by written agreement of NCRR, the Government Entity and the Company.

8. **NOTICES.**

Any notice, request, or other communication among the Parties shall be delivered in writing, sent by first-class mail, overnight courier, and/or electronic transmission and shall be deemed given upon actual receipt by the addressee. Notice shall be addressed as follows:

If to Government Entity, use:

[ADD]

If to NCRR, use:

North Carolina Railroad Company  
2809 Highwoods Boulevard  
Raleigh, North Carolina 27604-1640  
ATTN: NCRR Economic Development Department

9. **MISCELLANEOUS.**

- A. Failure of the Government Entity or NCRR at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the Government Entity or NCRR at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein.
- B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree that the only venue for any legal proceedings shall be Wake County, North Carolina.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Government Entity and NCRR by authority duly given.

BEAUFORT COUNTY

By: \_\_\_\_\_  
[Name, Title]

NORTH CAROLINA RAILROAD COMPANY

By: \_\_\_\_\_  
Carl Warren, President

## **Exhibit A**

### **Preliminary Rail Project Conceptual and Estimate**

# Beaufort County Finance

# Budget Amendment Request

Department: GENERAL FUND

Date of Request: 11/6/23

FY Budget: 23-24

| ACCOUNT NO.    | TITLE OF ACCOUNT                             | INCREASE | DECREASE |
|----------------|----------------------------------------------|----------|----------|
| 10-0991-499100 | Fund Balance Appropriated                    | 280,000  |          |
| 10-9800-598190 | Transfer to NC Railroad Site Prep Grant Fund | 280,000  |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |
|                |                                              |          |          |

**Department Justification:** To appropriate \$280,000.00 of ARP generated fund balance to provide 40% local grant match for NC Railroad Site Prep Grant at Chocowinity Industrial Park.

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

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. _____                                                                         |      |

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND  
NC RAILROAD SITE PREP GRANT  
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 NC Railroad Site Prep Grant Project is established for site improvements at the Chocowinity Industrial Park.

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

**REVENUES:**

|                 |                            |                   |
|-----------------|----------------------------|-------------------|
| 190-3940-439810 | Transfer from General Fund | \$ 280,000        |
| 190-3940-449550 | NC Railroad Grant          | <u>420,000</u>    |
|                 | <b>TOTAL</b>               | <b>\$ 700,000</b> |

**EXPENSES:**

|                  |                                          |         |
|------------------|------------------------------------------|---------|
| 190--4135-535510 | Chocowinity Industrial Park Improvements | 700,000 |
|------------------|------------------------------------------|---------|

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

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

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

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

This the 6th day of November 2023.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk



Beaufort County  
Agenda Abstract

**Meeting Date: November 6, 2023**

**Agenda Section:** Item for Decision

**Presenter:** Anita Radcliffe, Finance Officer

**Agenda Title:** Surplus Funding - School Facility Study

The County received an e-mail from the School Finance Officer, Tammy Lewis, on October 17<sup>th</sup>, 2023, that there was \$7,325 of left over funding from the School Facility Study (\$25,000 allocated to schools for study minus \$17,675 actual cost). Ms. Lewis inquired if the schools were free to use the surplus funds on other school expenditures to which the County Manager replied that the Board of Commissioners would need to make that determination.

The Board has 3 options:

1. Instruct the schools to write the County a check in the amount of \$7,325 and the money will return to the General Fund balance.
2. Allow the schools to keep the \$7,325 to spend on other operational items.
3. Instruct the schools to write the County a check in the amount of \$7,325 and earmark the funds for future school IT needs.

The County Manager and Finance Officer recommend that the Board of Commissioners choose option #3.

**Submitter Recommendations/Motions:** Motion to have the schools write a check to the County in the amount of \$7,325 and have the County Finance Officer restrict the funds for future IT needs of the schools.

**Attachments:**

-E-mail from School Finance Officer

**From:** Brian Alligood <brian.alligood@beaufortcountync.gov>  
**Sent:** Wednesday, October 18, 2023 7:49 AM  
**To:** Tammy Lewis <tlewis@beaufort.k12.nc.us>  
**Cc:** Matthew Cheeseman <mcheeseman@beaufort.k12.nc.us>; Anita Radcliffe <anita.radcliffe@beaufortcountync.gov>; Frankie Waters <Frankie.Waters@beaufortcountync.gov>  
**Subject:** RE: Facility Use Study

Tammy,

Since this was an additional allocation by the Board for a specific purpose, the Board should make that call. We can certainly bring it up at the meeting today when the facility use study is discussed.

Thanks.

Brian M. Alligood, County Manager  
Beaufort County, North Carolina  
121 West 3rd Street  
Washington, North Carolina 27889

Office: 252-946-0079  
Fax: 252-946-7722  
[brian.alligood@beaufortcountync.gov](mailto:brian.alligood@beaufortcountync.gov)  
[www.beaufortcountync.gov](http://www.beaufortcountync.gov)

E-mail correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

**From:** Tammy Lewis <tlewis@beaufort.k12.nc.us>  
**Sent:** Tuesday, October 17, 2023 11:31 AM  
**To:** Brian Alligood <brian.alligood@beaufortcountync.gov>  
**Cc:** Matthew Cheeseman <mcheeseman@beaufort.k12.nc.us>  
**Subject:** Facility Use Study

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

Good Morning Brian,

In our Funding Request for FY 24 we listed the cost of the Facility Use Study as \$ 25,000.00. We have received a bill and the cost is \$ 17,675.00. Are we free to use the difference ( \$ 7,325.00) on other Beaufort County School expenditures?



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Ankle Bracelet Program

**Summary of Information:** Commissioner Richardson would like to hold a discussion regarding the ankle bracelet program and specifically the sue of home detention for some violators.

**Submitter Recommendations/Motions:** Information only.

**Attachments:**

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### Beaufort County Sheriff's Office Pre-Trial Release Equipment Utilization list

|    | Tracker | Placement date | User            | Phone | Address | Bond Status       | Charges                                  |
|----|---------|----------------|-----------------|-------|---------|-------------------|------------------------------------------|
| 1  | 1722394 | March 31 2023  | Joshua Boyd     |       |         | \$10,000 secured  | False threat of mass violence school - F |
| 2  | 1731659 | April 22 2021  | Rolando Cariaga |       |         | \$200,000 secured | Murder                                   |
| 3  | 1745618 | Oct. 11 2023   | Terrance Lee    |       |         | 10,000 secured    | Extradition/ Fugitive Other State        |
| 4  | 1788980 | Oct. 04 2023   |                 |       |         | 40,000 secured    | AWDWIK                                   |
| 5  | 1747261 |                |                 |       |         |                   |                                          |
| 6  | 1787428 |                |                 |       |         |                   |                                          |
| 7  |         |                |                 |       |         |                   |                                          |
| 8  |         |                |                 |       |         |                   |                                          |
| 9  |         |                |                 |       |         |                   |                                          |
| 10 |         |                |                 |       |         |                   |                                          |
| 11 |         |                |                 |       |         |                   |                                          |
| 12 |         |                |                 |       |         |                   |                                          |



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Information Request from Register of Deeds

**Summary of Information:** Commissioner Richardson has requested the Register of Deeds provide the following information:

1. Register of Deeds to clarify the date when we stopped having hard copy files of deeds and verify that we do not have book storage space on the first floor of the Register of Deeds Office.
2. Report from Register of Deeds about back up system for recording deeds now that we are not recording hard copies of deeds. What about powers of attorney and deeds of trust releases?

**Submitter Recommendations/Motions:** N/A

**Attachments:**

## Katie Mosher

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**From:** Carolyn Garris  
**Sent:** Tuesday, October 31, 2023 9:07 PM  
**To:** Katie Mosher  
**Subject:** Fwd: Commissioner Agenda Request

Greetings,

Below, you will find information per Commissioner Richardson's request. I was sworn in as the new Register of Deeds for Beaufort County on Tuesday, January 3, 2023. Please note, some of the information requested was before I entered the role of Register.

1. Commissioner Richardson stated that he patrons the Register of Deeds office almost weekly. The previous register, Jennifer Leggett Whitehurst, posted notifications throughout the department that real estate books would no longer be printed after December 31, 2022. This was posted some time after she ordered the last real estate binders in February 2022. Before Jennifer retired, she instructed the staff to fill the last real estate book with recorded documents until it was full. The first recorded document was dated December 20, 2022, Book 2126 Page 1-4 (Trustee's Deed) and the last document filed was a Corrective Loan Modification Agreement, Book 2126 Page 975-981, dated January 4, 2023. PLEASE NOTE, we still record documents over the counter. Also, electronic recordings and over the counter recordings go through the same process. The delivery method is just different. We are still printing INDEX BOOKS.

During the September Commissioners' meeting, Commissioner Richardson advocated for a new building/space for the Register of Deeds office. During the October 3, commissioners' meeting he stated there was 7-11 years of storage left. This is not true. I scheduled a tour of the ROD office. There are many issues regarding space not just space for books (real estate, indexes, birth, birth indexes, death, death indexes, marriage, marriage indexes, DD214s locked up a cabinet in the staff area and the rest are under lock and key in the Register's office (Must be under lock and key.),

2. The Barracuda Backup 891 Server that the county uses, runs a daily backup of the ROD server, which contains two virtual machines. The whole server, which includes the two virtual servers, is backed up at 5:30pm each day. The ROD has one physical server. It runs a program called VMWare, which allows you to create virtual servers. Servers became so powerful that using a server for a single windows installation is a waste. Virtualization allows you to partition the server into multiple

smaller virtual servers. Our physical server runs VMWare which allows it to run two virtual servers that are allocated bits of the physical servers' resources. Almost all the servers at the county are virtual. ROD5 and ROD6 are not physical servers. They are virtual and exist on the physical server in the back room. With the backup, we backup the full physical server. Something as simple as a file, a single virtual server or the whole physical server software can be restored. We are backed up locally and in the cloud.

PLEASE note, we are still recording hard copies of deeds. This is considered an over-the-counter recording. The Beaufort County Register of Deeds is participating in the State microfilm backup program and is therefore compliant with G.S. 132-8.2 for preservation of backup copies of real estate records. POAs, Deed of Trusts, and Releases are considered real estate documents. Documents recorded in the ROD office may include, but are not limited to the following:

1. Affidavit
2. Agreement
3. Amendment
4. Annexation Ordinance
5. Appt Substitute Trustee
6. Assignment
7. Assumed Name
8. Birth Amendment
9. Birth Recording
10. DD 214
11. Death Amendment
12. Declaration
13. Deed/Warranty
14. Deed of Trust
15. Easement Deed
16. Highway Maps (DOT)
17. Indenture
18. Instrument of Combination
19. Judgment
20. Legitimations
21. Map
22. Marriage Amendment
23. Marriage License Application
24. Memorandum
25. Memorandum of Action
26. Memorandum of Lease
27. Merger
28. Modification Agreement
29. Mortgage
30. Name Change
31. Notary Oath
32. Notice
33. Notice of Foreclosure
34. Notice Request

35. Option to Purchase
36. Ordinance
37. Power of Attorney
38. Release Deed
39. Release of Judgment
40. Renunciation
41. Right of Way Deed
42. Satisfaction
43. Sheriff's Official Deed
44. Torrens
45. Trust
46. Trustee Certification
47. UCC
48. UO Books (Condominium Maps)

Daily index reports are being printed and filed in books for reference (grantor/grantee, human/non-human) and placed in the vault. This keeps the index current and up to date for title searches and in case we have an EMP blast or temporary system failure.

Respectfully submitted,

***Hon. Carolyn L Garris***  
*Register of Deeds*  
Beaufort County Register of Deeds  
Beaufort County Courthouse  
P O Box 514  
112 W 2<sup>nd</sup> Street  
Washington, NC 27889  
252-946-2323  
[carolyn.garris@beaufortcountync.gov](mailto:carolyn.garris@beaufortcountync.gov)



Our Mission...

***To accurately record documents that maintain the integrity of the records of Beaufort County, securely collect the proper fees, and provide an effective means for the public to access those records.***

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and as so, may be disclosed.

**From:** Katie Mosher <[katie.mosher@beaufortcountync.gov](mailto:katie.mosher@beaufortcountync.gov)>

**Sent:** Monday, October 30, 2023 8:02 AM

**To:** Carolyn Garris <[carolyn.garris@beaufortcountync.gov](mailto:carolyn.garris@beaufortcountync.gov)>



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion  
**Presenter:** Commissioner Hood Richardson  
**Agenda Title:** State Pay Plan Adjustments

**Summary of Information:** Commissioner Richardson is requesting to hold a discussion about State Pay Plan adjustments to be presented only with the budget.

**Submitter Recommendations/Motions:** N/A

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** School Topics/Teachings

**Summary of Information:** Commissioner Richardson is requesting a discussion be held regarding the Community College and School System teaching “transitioning from one sex to another” and talking politics in the classrooms.

**Submitter Recommendations/Motions:** N/A

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Decision

**Presenter:** Commissioner Stan Deatherage

**Agenda Title:** Resolution In Acceptance of Universal School Choice

**Summary of Information:** Commissioner Deatherage would like the Board to approve the following resolution:

***Resolution in Acceptance of Universal School Choice and Dedicated to its Evolution to Better Serve the Publics' Complete Interests***

**Whereas**, in the 2023 long session the North Carolina General Assembly Universal School Choice was passed into law; and

**Whereas**, in that same long session, many associative and ancillary bills were passed regarding the more efficient future practice of educating our future generations, whereby these bills signify that the finished product of School Choice will be an evolving process.

**Therefore, Let it be resolved**, that Beaufort County's Commissioners are in full acceptance of Universal School Choice, and are dedicated to its evolution to better serve the publics interest in affording the complete educational needs necessary to better benefit the expanding requirements of our People, and to sustain the continued viability of this Constitutional Republic.

*Written by Beaufort County Commissioner Stan Deatherage to be ratified on November 6, 2023, and sent by email to all members of the North Carolina General Assembly, and the remaining 99 county governments of North Carolina.*

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

**Attachments:**



Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Item for Discussion  
**Presenter:** Commissioner Stan Deatherage  
**Agenda Title:** Community Schools Discussion

**Summary of Information:** Commissioner Deatherage would like to hold a discussion regarding community-based schools.

**Submitter Recommendations/Motions:** N/A

**Attachments:**

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Beaufort County  
Agenda Abstract

**Meeting Date: 11/6/2023**

**Agenda Section:** Closed Session

**Presenter:** Brian M. Alligood, County Manager

**Agenda Title:** Closed Session – Attorney/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).

**Alternatives:**

**Fiscal Impact:**

**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: 11/6/2023**

**Agenda Section:** Item for Discussion

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

**Agenda Title:** Commissioners Comments

**Summary of Information:** During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

**Submitter Recommendations/Motions:** N/A

**Attachments:**