

**Beaufort County Board of Commissioners**  
**Monday, April 6, 2026**  
**136 W 2<sup>nd</sup> Street, Washington, NC 27889**

<b>A) Call to Order</b> – Chairman Waters		5:30 PM
<b>B) Pledge of Allegiance</b>		5:35 PM
<b>C) Conflict of Interest Disclosure Statement</b>	<b>3</b>	5:40 PM
<b>D) Approval of Agenda</b> – Chairman Waters		
<b>E) Items for Presentation</b>		
1. Service Award Presentations – Deloris Creasman, Human Resources	<b>4</b>	5:45 PM
<b>F) Public Comments</b>	<b>5</b>	5:50 PM
<b>G) Legislative Updates From Elected Officials</b>	<b>6</b>	5:55 PM
<b>H) Items for Consent</b>		6:00 PM
1. Surplus, Health Dept – JaNell Octigan, Health Director	<b>7</b>	
2. Budget Amendment, Health – JaNell Octigan, Health Director	<b>8</b>	
3. Health Dept FY 27 Consolidated Agreement – JaNell Octigan, Health Director	<b>10</b>	
4. FY26 Fee Schedule Update – JaNell Octigan, Health Director	<b>43</b>	
5. Report Interdepartmental Transfers – JaNell Octigan, Health Director	<b>44</b>	
6. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor	<b>46</b>	
7. Minutes Approval – Katie Mosher, Clerk to the Board	<b>48</b>	
<b>I) Items for Decision – Economic Development</b>		
1. Public Hearing, Project Fala Land Purchase – Susan Squires, Economic Development Director	<b>156</b>	6:05 PM
2. Project Fala Land Purchase – Susan Squires, Economic Development Director	<b>161</b>	6:10 PM
<b>J) Items for Discussion and Decision – Tax Department</b>		
1. Foreclosure Procedures in Beaufort County – Wyn Kinion, Tax Collector	<b>163</b>	6:15 PM
2. Position Reclassification – Lloyd Salter, Tax Assessor	<b>166</b>	6:20 PM
<b>K) Item for Discussion – Public Works</b>		
1. Mega-Site Update – Christina Smith, Public Works Director and West Overman, Deputy Public Works Director	<b>167</b>	6:25 PM
<b>L) Item for Decision – Finance Office</b>		
1. Reimbursement #16 Washington Elementary School – Anita Radcliffe, Finance Director	<b>168</b>	6:30 PM
2. Intercom System for Schools, Lottery Funds – Anita Radcliffe, Finance Director	<b>190</b>	6:35 PM
<b>M) Items for Decisions – Manager’s Office</b>		
1. Additional National Opioid Settlement – Brian Alligood, County Manager	<b>193</b>	6:40 PM
2. RCCP Phase 3 Essential Services Resilience Project Contract – Brian Alligood, County Manager	<b>251</b>	6:45 PM
3. Town of Belhaven Request for Inclusion in Rescue Service Tax District - Brian Alligood, County Manager	<b>263</b>	6:50 PM
4. USDA Lease Extension - Brian Alligood, County Manager	<b>266</b>	6:55 PM
5. NC Department of Public Safety Division of Juvenile Justice Lease Agreement - Brian Alligood, County Manager	<b>269</b>	7:00 PM

**BREAK** ..... 7:05 PM

**N) Items for Decision and Discussion – Commissioners**

- |  |            |         |
|--|------------|---------|
| 1. Updating and Codifying County Ordinances – Commissioner Dunn  | <b>280</b> | 7:20 PM |
| 2. Resolution of Support to Increase Penalties For Those Who Sell Illegal Drugs<br>Commissioner Richardson                     | <b>281</b> | 7:25 PM |
| 3. Audit Report for All Entities Beaufort County Provides Money To – Commissioner Richardson                                   | <b>283</b> | 7:30 PM |
| 4. Tax Revenue Neutral Discussion – Commissioner Richardson  | <b>284</b> | 7:35 PM |
| 5. State Budget New Hospital Proposal – Commissioner Richardson  | <b>285</b> | 7:40 PM |
| 6. The United State of America Must Continue to Enforce Immigration Codes to Protect<br>Our Citizens – Commissioner Deatherage | <b>286</b> | 7:45 PM |

**O) Item for Decision – Closed Session**

- |  |            |         |
|--|------------|---------|
| 1. Closed Session: Property Acquisition, NCGS 143-318.11(a)(5) – Brian Alligood,<br>County Manager | <b>287</b> | 7:50 PM |
| 2. Personnel, NCGS 143-318.11(a)(6) – Chairman Frankie Waters                                      | <b>288</b> | 7:55 PM |

**P) Commissioner Comments** **289** 8:05 PM



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Conflict of Interest  
**Presenter:** Katie Mosher, Clerk to the Board of Commissioners  
**Agenda Title:** 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.

**Submitter Recommendation/Motions:** N/A

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Presentation  
**Presenter:** Deloris Creasman, Human Resource Director  
**Agenda Title:** Service Award Presentation

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

**5 Years**

Angela Pitts - County Manager's Office  
Stephanie Oglesby - Register of Deeds

**Submitter Recommendation/Motions:** N/A

**Attachments:**

None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Public Comments  
**Presenter:** Katie Mosher, Clerk to the Board of Commissioners  
**Agenda Title:** Public Comments

**Summary of Information:**

Name

Contact Information

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**Submitter Recommendation/Motions:** N/A

**Attachments:**

None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Legislative Updates for Elected Officials  
**Presenter:** Katie Mosher, Clerk to the Board of Commissioners  
**Agenda Title:** Updates from 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 the regular board meeting each month.

**Submitter Recommendation/Motions:** N.A

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** JaNell Octigan, Health Department Director  
**Agenda Title:** Health Department Surplus

**Summary of Information:** The health department is requesting the following equipment be approved for surplus:

1. HP Zbook Laptop (WS 1150) SN: 5CG1194D58
2. HP Probook Laptop (WS 1147) SN: 5CD026GRRQ
3. HP Elitedesk PC (WS 1133) SN: MXL0043YWZ
4. HP V20 Monitor SN: 3CQ03605Z6
5. HP LJ Printer P2055dn SN: CNB9P66113

**Submitter Recommendation/Motions:** Staff recommend the Board approving the request to surplus the equipment.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** JaNell Octigan, Health Department Director  
**Agenda Title:** Health Department FY26 Budget Amendment

**Summary of Information:** Request to amend the FY26 budget to reflect additional revenues and expenditures in the amounts of:

- \$11,185 Misc. Health
- \$3,781 Maternal Health
- \$5,031 Environmental Health

**Submitter Recommendation/Motions:** Staff recommend the Board approve the budget amendment as presented.

**Attachments:**

1. FY26 Budget Amendment April 2026

# Beaufort County Finance

# Budget Amendment Request

**Department:** Health

**Date of Request:** 04.06.26

**FY Budget:** 2026

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-461000 (Rev)	Misc. Health	\$11,185	
105110-535100	Building M/R	\$11,185	
100211-451010 (Rev)	Maternal Health	\$3,781	
105163-523100	Educational Supplies	\$3,781	
100211-447520 (Rev)	Environmental Health Food & Lodging	\$5,031	
105180-540000	Environmental Health Equipment	\$5,031	

**Department Justification: Additional Funding**

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

**County Position No.** N/A

**State Position No.** N/A

APPROVAL	SIGNATURE	DATE
Department Head/ Designee	<i>Sara Graham</i>	3.9.26
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: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** JaNell Octigan, Health Department Director  
**Agenda Title:** Health Department FY27 Consolidated Agreement

**Summary of Information:** The FY27 Consolidated Agreement between the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being (DCFV), Division of Public Health (DPH), and the Beaufort County Health Department establishes the terms under which state and federal public health funds are provided to the health department. Approval of this agreement is required for the Beaufort County Health Department to receive and administer these funds for public health programs and services during FY27.

**Submitter Recommendation/Motions:** It is recommended the Board approve and sign the FY27 Consolidated Agreement.

**Attachments:**

1. FY27 Consolidated Agreement

## **FY 2027 CONSOLIDATED AGREEMENT**

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Beaufort County Health Department** (herein after referred to as “**LHD**”) (herein DCFW, DPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2026 to May 31, 2027 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, the parties agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

### **I. LHD RESPONSIBILITIES**

#### **A. Performance**

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable North Carolina statutes and federal laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to reducing health disparities, promoting health of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensuring all staff, clinical and non-clinical, participate in ongoing training focused on addressing health disparities and/or the social factors that influence health outcomes to support individual competencies and organizational capacity to address gaps in health and promote health outcomes across populations.
4. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
5. LHD shall provide to DPH and DCFW a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the DPH Deputy Director and DCFW Director.
6. LHD shall provide formal training/orientation for its LHD governing and advisory board members.

7. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.
8. LHD may provide or assure provision of care management services for all Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC) populations except for Medicaid beneficiaries who instead are served by the Children and Families Specialty Plan, which launched on December 1, 2025. The services provided or assured by the LHD may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
  - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). NCDHHS requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC or the designated care management entity for care management and care coordination for that county. The CMARC Referral and Supervisor Directory has the most up to date contact for each county for DSS.<sup>1</sup>
  - b. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program managers to resolve issues to prevent care gaps and discontinuation of services.
  - c. In the event that LHD determines it will no longer directly provide care management services for CMHRP and/or CMARC populations, LHD shall:
    - 1) Notify NCDHHS in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the services. Notifications regarding the provision of CMHRP shall be provided to the DPH Deputy Director. Notifications regarding CMARC shall be provided to the DCFW Director. LHD is still responsible to provide the care management services during the 180-day period, until those services are transitioned to another entity who can assure continued care without service gaps;
    - 2) Follow the “Companion Guide Care Management Service Termination and Transfer of Services”<sup>2</sup> process from the Division of Health Benefits; and
    - 3) Identify one or more other local health departments and/or entities that can provide continuous care management services for all CMHRP and CMARC populations through SFY 26-27.
9. LHD shall notify the DCFW Director and the DPH Deputy Director if any of the following occurs:
  - a. There is a legal name change to LHD.
  - b. A local health director or interim local health director is appointed or leaves office.
  - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
  - d. There is any other governance change.
  - e. LHD is no longer subject to the NC Human Resources Act.

<sup>1</sup> <https://medicaid.ncdhhs.gov/care-management/care-management-risk-children-cmarc>

<sup>2</sup> <https://medicaid.ncdhhs.gov/companion-guide-care-management-service-termination-and-transfer-service-process>

Notification shall be in writing within the two business days of the change and is to include a governance organizational chart and any relevant supporting documents reflecting the change. Notification may be done via the DPH Smartsheet Reporting Portal.<sup>3</sup>

10. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources' Local Government Schedules records retention policy<sup>4</sup> and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph H. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
11. The LHD is required to submit quality assurance plans to the DPH Environmental Health Section for each of the following programs: Onsite Wastewater, Private Drinking Water Wells, Childhood Lead Poisoning Prevention, Tattoos, Public Swimming Pools, and Child Care and School Buildings. LHD shall abide by the plans and any modifications to the plans required by the DPH Environmental Health Section in order for registered environmental health specialists, registered environmental health specialist interns, or registered environmental health associates employed by or contracted to work for the LHD, to be eligible for defense by the Attorney General's Office or to have all or a portion of their judgment or settlement paid by the Department in accordance with G.S. 143-300.8.<sup>5</sup>

## **B. Data/Reporting**

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the DPH Environmental Health Section in the format provided by the DPH Environmental Health Section.

<sup>3</sup> The DPH Smartsheet Reporting Portal is the centralized website for the LHD to submit required reports. The Main Page provides a link for Consolidated Agreement reporting items and is accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

<sup>4</sup> <https://archives.ncdcr.gov/government/local>

<sup>5</sup> Per SL2024-49, which modifies N.C.G.S. §143-300.8(b), states that "All local health departments shall enter into an annual agreement with the Department to provide environmental health services in accordance with Chapter 130A of the General Statutes. The annual agreement shall include a requirement for quality assurance for all environmental health services."

3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within one business day of appointment.<sup>6</sup> The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7. below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
  - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), Environmental Health Inspection Data System (EHIDS), Electronic Test Orders and Results (ETOR), and Aid-to-Counties Database (ATC);
  - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
  - c. Access NCDHHS training material and information used for training staff, including access to webinars;
  - d. Maintain a secure infrastructure for remote data entry; and
  - e. Report electronically all required DPH Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD must utilize security products (e.g., firewalls) to maintain network connectivity and security integrity. The LHD network configuration and security practices should comply with State security standards and must allow communication with systems within the NCDHHS networks.<sup>7</sup>
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.<sup>8</sup> If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD’s access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse

<sup>6</sup> LHD may report changes to names or contact information of local registrar or local deputy registrar by contacting the DPH Deputy Director, by emailing VitalRecordsTraining@dhhs.nc.gov, or via the DPH Smartsheet Reporting Portal available at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

<sup>7</sup> <https://it.nc.gov/resources>; <https://it.nc.gov/resources/state-it-standards>

<sup>8</sup> <https://security.ncdhhs.gov/>

NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

### C. Assessments and Plans

1. LHD shall provide to the DPH Community Health Assessment Director:
  - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
    - 1) The CHA report is due on the first Monday in March following the year of CHA.
    - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
    - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
    - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
    - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
    - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
    - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
    - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
  - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
    - 1) The CHIP is due by the first Monday in September following the year of assessment.
    - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
    - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
    - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
    - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 (HNC 2030) indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
    - 6) The CHIP shall be aligned with the current North Carolina State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
    - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
    - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
      - a) the health problem persists and continues to be a priority; and

- b) new interventions are needed; and/or
  - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
  - 1) The SOTCH is due by the first Monday in March in years when a CHA report is not submitted.
  - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
  - 3) The SOTCH shall include:
    - a) progress made on each performance measure in the CHIP;
    - b) morbidity and mortality changes since the last CHA;
    - c) emerging issues since the last CHA; and
    - d) new, paused, and/or discontinued initiatives since the last CHA.
  - 2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the DPH Community Health Assessment Director at [cha.sotch@dhhs.nc.gov](mailto:cha.sotch@dhhs.nc.gov).
  - 3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by DPH.
  - 4. Guidance about CHA, CHIP, and SOTCH is located on the North Carolina State Center for Health Statistics website under “Local Data Analysis and Support.”<sup>9</sup>

## II. NCDHHS RESPONSIBILITIES

### A. Training, Consultation, and Support

- 1. DCFW and DPH shall provide training to LHD for LHD’s response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
- 2. DCFW and/or DPH shall coordinate and support education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to address health disparities. This includes ensuring that all staff, both clinical and non-clinical, have access to training focused on health disparities, and/or social determinants of health to strengthen individual competencies and organizational capacity.
- 3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
- 4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
  - a. Board Relations;
  - b. Management Teams and Staffing;
  - c. Policy Development;
  - d. Program Planning and Implementation;

<sup>9</sup> <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>

- e. Quality and Performance Improvement; and
  - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.
  6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange this assistance.
  7. DCFW and DPH program managers will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
  8. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer professional development and training on finance, billing, and budget. Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange a consultation.

## **B. Performance**

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid-reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the DPH State Laboratory of Public Health (SLPH), DPH shall:
  - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
  - b. Ensure qualified personnel to process, analyze, and report test results;
  - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments (CLIA) of 1988 certification;
  - d. Submit invoices to LHD via electronic means;
  - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
  - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

### C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect and store client, service, encounter, and other data related to DCFW and DPH programs on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
  - a. North Carolina Electronic Disease Surveillance System (NC EDSS);
  - b. North Carolina Immunization Registry (NCIR);
  - c. LHD-Health Services Analysis (LHD-HSA) for automated reporting of clinical service data fields;
  - d. North Carolina Crossroads WIC System;
  - e. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.
  - f. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;
  - g. Electronic Test Orders and Results (ETOR); and
  - h. Aid-to-Counties Database (ATC) for reporting and claiming State funds and any federal funds which are allocated by DPH or DCFW.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in their use of data received and reviewed in their various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in their capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see this Consolidated Agreement's Attachment B: Business Associate Agreement Addendum).

**D. Fund Availability and Notification:** DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per N.C.G.S. § 108A-88 unless exceptions are noted in the respective Agreement Addenda. The Agreement Addendum for Activity 874 Food and Lodging is an exception, as the Agreement Addendum for it will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. The Agreement Addendum for Activity 415 Breastfeeding Peer Counselor Program is also an exception; the Agreement Addendum for it will be provided to LHD no later than April 30 in advance of the SFY for which it will be effective.

1. DPH shall provide a Funding Authorization document to LHD about funds related to individual DCFW and DPH Agreement Addenda after the receipt of the Certified State Budget.
2. Following receipt of the Certified State Budget for the fiscal year and upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda, DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year through the Aid-To-Counties Database (ATC). Funds will be dispersed in accordance with the LHD's certified expenditure reporting within ATC, and payments will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

### III. FUNDING STIPULATIONS

#### A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph J. Local Appropriations Budget).
3. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 C.F.R. 200, if awarded federal pass-through funds, the LHD as well as all Subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

#### B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee’s salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
  - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
  - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
  - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services mandated by law solely because of an inability to pay; and
  - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), codified at 2 C.F.R. 200, when utilizing federal grant funds.
  - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.
5. When administering the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC Program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify the DCFW Director and the DPH Deputy Director if the certifications, as executed, change during the term of the Consolidated Agreement:
  - a. Certification regarding Nondiscrimination;
  - b. Certification regarding Drug-Free Workplace Requirements;
  - c. Certification regarding Environmental Tobacco Smoke;
  - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
  - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$30,000 from each federal grant.
8. If the LHD’s Unique Entity Identifier (UEI) changes, the LHD shall provide its new UEI to the DCFW Director and the DPH Deputy Director. DCFW and DPH use the LHD’s UEI when reporting subawards in the federal government’s System for Award Management (SAM). (SAM also assigns the UEI to uniquely identify business entities.)
9. LHD shall comply with the federal Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS) when receiving federal funds: LHD shall disclose, in a timely manner, in writing to the NCDHHS funding entity (DPH or DCFW) and the federal Health and Human Services Office of the Inspector General (HHS OIG) all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the DPH Deputy Director or DCFW Director and to HHS OIG. (Guidance is available on the HHS OIG website.<sup>10</sup>)

<sup>10</sup> <https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grants-self-disclosure-program/>

## C. Training Reimbursement

1. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for in-person Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within 60 days of course completion and within the same fiscal year the training is completed. Reimbursement requires successful completion of the course. No reimbursements are offered for virtual trainings. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under “Centralized Intern Training and Authorization.”<sup>11</sup>)
  - a. For Interns attending CIT sessions in person, reimbursement amounts are based on the session attended:
    - 1) Food Protection & Facilities Track — \$280
    - 2) On-Site Water Protection Track — \$560
  - b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions in person, reimbursement amounts are based on the session attended:
    - 1) Food, Lodging, & Institutions — \$170
    - 2) Child Care & School Sanitation — \$62
    - 3) On-Site Water Protection — \$450
    - 4) Private Drinking Water Wells — \$62
    - 5) Public Swimming Pools — \$62
    - 6) Tattoo — \$62
  - c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
    - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
    - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
    - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
    - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

## D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

<sup>11</sup> <https://www.dph.ncdhhs.gov/programs/environmental-health/centralized-intern-training-and-authorization>

Note: This form can also be downloaded at <https://www.dph.ncdhhs.gov/environmental-health/cit-training-funds-reimbursement-request/download?attachment>

- a. For Inventory Purposes:
    - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
    - 2) All equipment with an acquisition cost of \$500 or more that was purchased with the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The LHD is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the LHD, using WIC Program funds, after January 1, 2018. Within 60 days of the purchase, the LHD will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
  - b. For Prior Approval Purposes:
    - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW or DPH. [See Subparagraph 2 below for WIC Program requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
    - 2) For WIC Program, all computer and medical equipment, whether purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. All other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
  - c. For Accounting Purposes
    - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
    - a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the DPH PHP&R Branch.
    - b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.
    - c. For other prior approval requirements, see individual Agreement Addenda.

#### **IV. FISCAL CONTROL**

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
  1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.<sup>12</sup>

<sup>12</sup> <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

C. **When subcontracting**, LHD must meet the following requirements:

1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
2. LHD will not enter into a financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.<sup>13</sup>
3. LHD shall require its subcontractor to agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
4. LHD shall subject its subcontractor to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
5. LHD shall require its subcontractor to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
7. **Reporting Required Subcontract Information:** In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract from the LHD that is to carry out any or all of an Agreement Addendum's work and which utilizes any of that Agreement Addendum's DPH or DCFW funding.

Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor" of the LHD) or a pass-through entity ("Subrecipient" of the LHD).

Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in an executed Agreement Addendum (AA). For example, if the LHD needed to build a data system to satisfy reporting requirements of an AA, the vendor hired by the LHD to build the data system would be a Subcontractor. Reference Section F.3. for the definition of "Vendor." However, not all Vendors are considered Subcontractors. Entities performing general administrative services to the LHD (e.g., certified professional accountants) are not considered Subcontractors.

Subrecipients of the LHD that receive DPH or DCFW pass-through funding from the LHD via a contract or agreement to carry out all or a portion of the programmatic responsibilities outlined in the executed Agreement Addendum. Reference Section F.1. and F.2. for definitions of "Subrecipient" and the "Subrecipient relationship." Subrecipients are also referred to as Subgrantees in NCAC.

<sup>13</sup> <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

The following information must be provided to the relevant Agreement Addendum's DPH Program Contact or DCFW Program Contact *prior* to the entity being awarded a contract or grant from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a Subrecipient or as a Subcontractor of the LHD.

D. LHD must receive prior written approval from the DCFW Director and/or the DPH Deputy Director to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum.

E. LHD must receive prior written approval from the Program Contact listed on the applicable DCFW or DPH Agreement Addendum to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract for any of the services in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program).
2. LHD provides financial assistance of any funding amount with a contract to a Subrecipient who will carry out the LHD's programmatic responsibilities within the Agreement Addendum, regardless of funding source.

F. Definitions for Subrecipient and Vendor:

1. Subrecipient: The federal government defines a subrecipient as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal [or State] program.<sup>14</sup> Subrecipient means any entity who receives pass-through funding in the form of a grant or grant contract from a grant recipient or Subrecipient. For example, CDC issues NCDHHS a grant, making NCDHHS the prime recipient; NCDHHS passes-through grant funds to an LHD, making the LHD a Subrecipient of NCDHHS; If the LHD further passes through their grant funds to a community-based organization, that organization is a Subrecipient of the LHD.

The definition of Subrecipient does not include an individual who is a beneficiary of such program (e.g., a client) or a vendor that provides administrative services (e.g., accountant, staffing) or products (e.g., software, assessment) to the program.

A Subrecipient receives financial assistance to provide core programmatic services and is responsible for how the programmatic work is done, programmatic and financial reporting, and abiding by the award terms and conditions. "Subgrantee" shall have the same meaning as Subrecipient.

<sup>14</sup> <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331>

2. **Subrecipient Relationship:** A Subrecipient Relationship exists when a recipient or Subrecipient issues its own subaward for financial assistance via a contract with an entity, through which the entity becomes responsible for the programmatic work, reporting, and award terms and conditions in the same way the original recipient or Subrecipient is responsible. The entity receiving the subaward of passed-through funding is now a Subrecipient. All conditions of the original funding are passed through to all recipients and Subrecipients; this is a key feature of the Subrecipient Relationship. A Subrecipient Relationship exists between NCDHHS and the LHD. If the LHD passes funding through to their own Subrecipient, the LHD is responsible for monitoring its Subrecipients in the same way DCFW and DPH monitor the LHD.
  3. **Vendor:** A Vendor provides goods and/or services to the LHD via a purchase order or contract to pay for the purchased goods or services. A Vendor has no responsibility beyond delivering the purchased goods or services; a Vendor is not responsible for the programmatic work, reporting, or award terms/conditions within the applicable Agreement Addendum. A Vendor provides these goods or services as part of its regular business to any customer that orders from it or contracts with it.
- G. LHD shall return by email a signed copy of all Funding Authorization documents to the DPH Budget Office.
- H. LHD shall retain a copy of all signed Funding Authorization documents, the files (paper or electronic) produced by the LHD to document its monthly expenditure requests made in the Aid-to-Counties Database (ATC), this signed Consolidated Agreement and subsequent Amendments, all signed Agreement Addenda, signed Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.<sup>15</sup>
- I. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH and/or DCFW Program Staff.
- J. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
  2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1(a) State funds for maternal and child health care/nonsupplanting.
  3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1(b) State funds for maternal and child health care/nonsupplanting.

<sup>15</sup> <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>

4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete and return to DPH the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

**K. Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
  - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
6. The amount of Title XIX fees budgeted and expended in FY 2026-2027 must equal or exceed the amount of Title XIX revenues earned during FY 2024-2025. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

**L. Aid-to-Counties Database and Expenditure Reporting:**

1. LHD shall submit its actual State, federal, and local required match expenditures for all its program Activities to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
2. Specific ATC instructions and training will be provided by DPH LTATB to LHD.
3. Submission dates for these expenditures are published each December for the following calendar year by the NCDHHS Controller's Office and are found in its Aid-to-Counties Expenditure Control Schedule. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period. Failure to meet the month's reporting deadline will result in the exclusion of those expenditures for that month.
4. The LHD's health director and finance officer will approve the monthly expenditures in ATC to certify them. Certification here indicates that the total State and federal expenditures reported by the LHD, as well as the local required match expenditures, are valid for the pertinent month's actual

expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

Once the LHD has certified the month's expenditures in ATC, ATC will alert the NCDHHS Controller's Office staff that expenditures have been approved and certified, and are ready to be paid.

5. May is the last service month to be paid in the SFY, with the final expenditure reporting submitted, certified, and paid in June. (Services provided in June are reported in July and will be paid out of the next SFY.)
6. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
7. LHD shall have the opportunity to amend its expenditure reporting in the month following discovery of the error. LHD must not wait to submit its adjustments as there must be sufficient time remaining for verification of the adjustments before the last payment in the SFY.
  - a. In accordance with Subparagraph 6 above, LHD must ensure that its reporting adjustments against federal funds are received in time to be paid within the grant's payment period. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
  - b. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.
8. LHD shall review its prior reimbursement claims against payments monthly.

## **V. PERSONNEL POLICIES**

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
  1. LHD is responsible for enrolling its newly employed environmental health specialists (interns) in centralized intern training within 180 days from date of employment.
  2. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing and 10A NCAC 46 .0302 Medical Consultants.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a Subrecipient of NCDHHS, and that its officers have not violated any State or federal Securities Acts.

## **VI. CONFIDENTIALITY**

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy<sup>16</sup> and security policies,<sup>17</sup> applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting knowledge of confidentiality requirements and the agreement to maintain personal and medical confidentiality.

## **VII. CIVIL RIGHTS**

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, immigration status, national origin, disability, or genetic information (including family medical history) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.
- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

<sup>16</sup> [https://policies.ncdhhs.gov/wp-content/uploads/nc\\_dhhs\\_privacy\\_manual\\_2024.pdf](https://policies.ncdhhs.gov/wp-content/uploads/nc_dhhs_privacy_manual_2024.pdf)

<sup>17</sup> [https://policies.ncdhhs.gov/wp-content/uploads/DHHS-SecurityManual-v01\\_03-2025-revision.pdf](https://policies.ncdhhs.gov/wp-content/uploads/DHHS-SecurityManual-v01_03-2025-revision.pdf)

## **VIII. DISBURSEMENT OF FUNDS**

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly expenditure reporting, which is due as delineated per the NCDHHS Controller's Office's Aid-to-Counties Payment Schedule.

## **IX. AMENDMENT OF AGREEMENT**

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

## **X. PROVISION OF TERMINATION**

- A. Any party may terminate this Consolidated Agreement or any Agreement Addendum for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addendum, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

## **XI. COMPLIANCE**

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addendum, unless otherwise stated in the respective Agreement Addendum or required by law, as follows:
  - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
  - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds may be temporarily suspended pending negotiation of a plan of corrective action.
  - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, funds may be suspended unless LHD can provide evidence that the deficiency has been corrected within those 90 days.
  - 4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.





**ATTACHMENT B  
NORTH CAROLINA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2026, by and between **Beaufort County Health Department** (“Covered Entity”) and **North Carolina Department of Health and Human Services, Division of Public Health and North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”) (the Covered Entity and the Business Associate collectively, the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to an agreement entitled FY 2027 Consolidated Agreement (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a Local Health Department that has been designated in whole or in part as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement as an addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose Protected Health Information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic protected health information” or “ePHI” shall have the same meaning as the term “Electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a Person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Person” shall have the same meaning as the term “person” in 45 C.F.R. § 160.103 and shall include a human being that is born alive, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- e. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- f. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information compiled, created, or received by Business Associate from or on behalf of Covered Entity.
- g. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

- h. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the Person to whom the authority involved has been delegated.
- i. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.
- j. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of the ePHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to comply with all applicable requirements of the Security Rule (45 C.F.R. Part 164, Subparts A and C) with respect to electronic protected health information.
- e. Business Associate shall implement physical, administrative and technical safeguards that reasonably protect the confidentiality, integrity and availability of any ePHI that it creates, receives, maintains or transmits on behalf of the NCDHHS.
- f. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410.
- g. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- h. Business Associate agrees to make available PHI as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- i. Business Associate agrees to make available PHI for amendment and incorporate any amendment(s) to PHI in accordance with 45 C.F.R. § 164.526.
- j. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- k. Business Associate agrees to make available the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
  - (1) would not violate the Privacy Rule if done by Covered Entity; or
  - (2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose PHI for the proper management

and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:

- (1) The disclosures are Required By Law; and
  - (2) Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the Person, and the Person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
  - d. Notwithstanding the foregoing provisions, Business Associate shall not use or disclose PHI if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - (3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - (1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict



**ATTACHMENT C  
FEDERAL CERTIFICATIONS**

**The undersigned states that:**

1. He or she is the duly authorized representative of the Subrecipient named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient , as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]  
 He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;  
**OR**  
 He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Subrecipient shall require its subcontractors/subrecipients, if any, to make the same certifications and disclosure.

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Signature

Title

Date

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**Beaufort County Health Department**

Subrecipient [Organization] Legal Name

**[This Certification must be signed by a representative of the Subrecipient who is authorized to sign contracts.]**

**I. Certification Regarding Nondiscrimination**

**The Subrecipient certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of

housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **The Subrecipient certifies** that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):  
  
Street Address No. 1: \_\_\_\_\_  
  
City, State, Zip Code: \_\_\_\_\_  
  
Street Address No. 2: \_\_\_\_\_  
  
City, State, Zip Code: \_\_\_\_\_
3. Subrecipient will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Subrecipient certifies** that it will comply with the requirements of the Act. The Subrecipient further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Subrecipient.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Subrecipient certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all Subrecipients shall certify and disclose accordingly.
4. This certification is a material representation 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or

subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03480046), Washington, D. C. 20503

**Disclosure of Lobbying Activities  
(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  Year _____ Quarter _____  Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) : \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____</p> <p style="padding-left: 100px;">Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <span style="float:right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

## ATTACHMENT D

### State Certifications

#### Subrecipient Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <https://ethics.nc.gov/media/242/download?attachment>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

#### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Subrecipient named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Subrecipient named below, and the Subrecipient's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Subrecipient named below is not an "ineligible Subrecipient" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Subrecipient nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [**check one** of the following boxes]
- Neither the Subrecipient nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Subrecipient or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Subrecipient's officers, directors, or owners (if the Subrecipient is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Subrecipient will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Subrecipient named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Subrecipient; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Subrecipient's Name: Beaufort County Health Department

Subrecipient's

Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Subrecipient's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** JaNell Octigan, Health Department Director  
**Agenda Title:** Health Department FY26 Fee Schedule Update

**Summary of Information:** Request to add CPT Code J1460: Administration of Gamma Globulin (medication to provide protection against certain viral infections) at the fee schedule rate of \$50.00/per mL.

**Submitter Recommendation/Motions:** Staff recommend the Board approve the addition of the CPT J1460 rate.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent

**Presenter:** Anita Radcliffe, Finance Director

**Agenda Title:** Report Interdepartmental Transfers to the Board

**Summary of Information:** Information Only. Reporting Interdepartmental transfers with no increase in County budget.

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

**Attachments:**

1. Health Dept. Interdept Transfers



# Beaufort County Public Health Department

TELEPHONE: 252.946.1902  
FAX: 252.946.8430

EMAIL: [BCHealth@bchd.net](mailto:BCHealth@bchd.net)  
[www.bchd.net](http://www.bchd.net)

1436 HIGHLAND DRIVE  
WASHINGTON NC 27889

To: Anita C. Radcliffe, Chief Financial Officer  
From: Sara Graham, Business Officer  
Date: 03/09/26  
Subject: Reporting of Inter-Departmental Reallocations

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

Immunizations	\$(35,270)
HIV/STD	\$(4,100)
Preparedness	\$300
TB	\$400
BCCCP	\$850
Child Health	\$(5,770)
Maternal Health	\$(160)
Family Planning	\$47,730
Health Promotions	\$1,000
Adult Health	\$1,000
WIC	\$5,120
PCM	\$3280
CC4C	\$2,330
Primary Care	\$17,700
HIV/STD Prevention	\$500
Behavioral Health	\$(2,000)
General	\$(40,010)
Environmental Health	\$7,100
Total	\$0



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** Lloyd Salter, Tax Assessor  
**Agenda Title:** Tax Office Refunds

**Summary of Information:** The Tax Office request approval to refund the attached payments over \$100

**Submitter Recommendation/Motions:** Staff recommends approval

**Attachments:**

1. Tax Office Refunds\_Item\_Preview

### NC Vehicle Tax System Pending Refunds

PRIMARY OWNER	ADDRESS	REFUND
F & A CONSTRUCTION LLC	1537 W 5 <sup>TH</sup> ST WASHINGTON NC 27889	271.69
GRISSOM FARMS INC	1617 DAN TAYLOR RD WASHINGTON NC 27889	185.83
CHRISTOPHER WALTER HADDOCK	565 MIXON CREEK DR BATH, NC 27808	102.77
DONNA WADDELL MARCHISELLO	375 VICTORIA DR CHOCOWINITY NC 27817	128.63
TERRY GLENWOOD SMITH	661 TURKEY TROT RD #2 WASHINGTON NC 27889	419.62
RICHARD SCHULD SWOREN	111 SAINT JOHNS CT CHOCOWINITY NC 27817	139.17
JOHN MADRY VAUGHN	210 S ACADEMY ST WASHINGTON NC 27889	161.48
DARRELL RICHARD WILLIAMS	100 SIM DAWSON RD NEW BERN NC 28562	156.05
		<b>\$1,565.24</b>

### NCPTS PENDING REFUNDS >\$100

RUN DATE 3/25/2026

OWNER	ADDRESS	REFUND
BRANDON MICHAEL BARHAM	101 TURTLEBACK CROSSING DR CHAPEL HILL NC 27516	364.94
PHILLIP ALLAN JACKSON	1224 ALLEN RD APT B GREENVILLE NC 27834	493.34
SOUTH ANNA RIVER LLC	200 ANNE DR WASHINGTON NC 27889	636.72
GREGORY JEROME WATERS	2762 FREE UNION CHURCH RD PINETOWN NC 27865	327.78
NORTH CREEK ENTERPRISES LLC	851 BURBAGE RD BATH NC 27808	331.31
JACQUELINE M TEW	3324 LEE DR FARMVILLE NC 27828	1,383.84
THOMAS ADRIAN ROBERTS	468 BOGUE LOOP RD NEWPORT NC 28570	590.94
MICHAEL A RUNGE	357 E BAY ST BELHAVEN NC 27810	167.91
MITCHELL LANE POLLARD	PO BOX 1016 BATH NC 27808	111.96
WILLIAM HENRY DANIELS	302 TATE RD BELHAVEN NC 27810	101.32
WILEY SWAIN HOPKINS	2040 TUNSTALL SWAMP RD AURORA NC 27806	122.94
WILLIAM HARVEY WILLIAMSON III	1774 WHARTON STATION RD WASHINGTON NC 27889	1,913.62
KRISTEN ANNE SASSER	206 ORE DR WASHINGTON NC 27889	583.92
DELORAS MASON HARRIS	434 E 5 <sup>TH</sup> ST WASHINGTON NC 27889	910.98
		<b>\$8,041.52</b>



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Consent  
**Presenter:** Katie Mosher, Clerk to the Board of Commissioners  
**Agenda Title:** Minutes Approval - Katie Mosher, Clerk to the Board

**Summary of Information:** Presenting the minutes from the March 2, 2026 Board of Commissioners meeting.

**Submitter Recommendation/Motions:** Approve the minutes as presented.

**Attachments:**

1. 2026.03.02 Minutes

The Beaufort County Board of Commissioner met in regular session Monday, March 2, 2026, 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 Jerry Langley  
Commissioner Ed Booth  
Commissioner Stan Deatherage  
Commissioner Tandy Dunn  
Commissioner Hood Richardson  
Commissioner Randy Walker

**Staff Present**

Brian Alligood, County Manager  
Katie Mosher, Clerk to the Board  
Amanda Sasnett, County Attorney  
Anita Radcliffe, Chief Finance Officer

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Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Booth 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 commented.

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**Approval of the Agenda**

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

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**Service Award Presentations**

**Katie Mosher:** I'm going to start out with Kevin Sitterson from the Sheriff's Office with ten years of service. Our next one is Felina Pittman with 25 years with the Tax Office. Next we have Deloris Creasman with 20 years of service with Human Resources. Then we have those that aren't here at the moment. We have Steven Elliott, 15 years with the Water Department and Lynn Grimes with DSS, 30 years.

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**DSS Presentation from the State**

**Lori Leggett:** The North Carolina Department of Health and Human Services recently received a complaint from the Office of Representative Keith Kidwell concerning some child welfare cases here in Beaufort County DSS. When complaints of this nature are received, the DHHS conducts a formal review of those cases. So, at this time I want to introduce Meredith Houchins. She's the interim Section Chief for County Operations, and Donna Fayko, the Deputy Director of the Child Welfare Operations. They are joining us by Webex.

**Meredith Houchins:** Thank you for allowing us to be here virtually tonight. We apologize for not being there in person. We are in different parts of the state and we weren't able to be there in person. But, we did want to spend a few minutes and read you the letter that was given to Beaufort County Department of Social Services. The North Carolina Department of Health and Human Services division of Social Services has completed their review of the complaints filed against the Beaufort County Department of Social Services through NC Representative Keith Kidwell's office. We take your concerns seriously and regularly review county child welfare records and practices for compliance with North Carolina's laws, role, and policy. Issues were raised during the Beaufort County Board of Commissioners meeting and then shared on social media were addressed by a thorough review of three case reviews. After a thorough review of those case files, to include

caseworker documentation, medical, dental, and mental health notes and court documents, it was determined that Beaufort County Department of Social Services acted within policy and statute. As a result of this review, North Carolina Department of Health and Human Services noted one systemic issue for improvements regarding court proceedings. There were multiple court continuances in each case. Most continuances were due to court scheduling restrictions from October 2024 through May 2025. Cases were re-calendared for hearings due to the court having a ten case limit per court day. This attributed to the court district transitioning into the new e-court system. We appreciate your cooperation and allowing us to come into your agency with short notice to interview staff and review records. The case files were found to be organized and documentation was well written, clearly outlining the work done with each family and we concluded with how to reach us if you had any questions. Ms. Fayko, would you like to add to that?

**Donna Fayko:** I think it's important for the Commissioners to know that very frequently the state has to stop in to a county to review records around concerns that it's rare that we come away with this clean of a report. So, I think that you should be proud of the work being done in Beaufort County. I think that your social workers and your leaders should be commended for the work they're doing there.

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### Public Comments

**Juanita Houston:** You guys are familiar with me and I absolutely love that I get to come on after that. Systematic failures, your report from this year, shows an overall failure rate by your own review. That is a state review found online. You have a missing child. You went through three cases and you currently have 136 children, by your own minutes, in Beaufort County. You expect us to be impressed that you reviewed three cases? We are not. You have had a rape in your office, you have had a child die in your custody, and these are just the parents we've spoken to. There are systematic failures in the court system. First it was Covid, now you're saying it's the e-file system. There is no excuse for any adjudication in Beaufort County by federal law or your North Carolina State law to go past 90 days on average. These children are in care for 3 to 5 years. How is that acceptable? This Board has said it does not have the power, that it is limited. Well, let me just go over your budget here, which I found online. It is a link. Over \$14 million, you guys voted for, for social services. \$6.78 million comes from the taxpayers of Beaufort County. The other is matched by federal funds. Tell me how that is acceptable and that you cannot do anything. You employ 101 for the Sheriff's Department, but you pay the salaries for 114 social service workers. Why is it bigger than those that protect the entire county? I think that needs to be looked at. I think that you guys are held to a higher standard. That's a whole lot of power for one office and the state wants us to be impressed that you reviewed three cases. Currently we have 43 parents. 43 parents have come forward with problems. Not just with the court system but the workers themselves. You have the DSS budget, which we sat in on and Mr. Booth, you know, you were there. There is no funding in that budget for reunification. But, there certainly was for foster care. There certainly was for adoption. How is that correct? It is not. It is not acceptable. We have a God given right with our children. We have a God given right for you to show evidence and for us to be able to face those that accuse us. We are not given that right in this County. It is "I will hold your children until you either comply and I will put them through misery". They're putting children in locked facilities. There are several lawsuits in the State of North Carolina by the Disability Rights Commission and it happened to my own son and the caseworker is sitting here and so is Lori Leggett and I don't care to call them out on it. It is wrong.

**Jessica Jones:** I want to talk about maximums tonight. The legal maximum is an established principle or proposition of the law. These following maximums were taken directly from man's law dictionaries and court cases referenced from Bouvier Law Dictionary by John Bouvier, Legal Maximums by John Bouvier, and a Dictionary of Law by William C. Anderson. Black's Law Dictionary by Henry Campbell Black, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> editions and Maximum Law by Charles A. Wiseman. They apply one way or the other to child welfare and family court cases and to the way that county commissioners do business on behalf of the people, for the people and by the people. We also share these specifically because they have been severely violated in the cases coming before you publicly and on behalf of the ones that are hiding in the dark behind closed doors. If ever the law of God and man are at a variance, the former are to be obeyed in derogation of the latter. That which is against divine law is repugnant to society and it is void. Human things never prosper when divine things are neglected. He who acts badly hates the light. He who does not willingly speak the truth is a betrayer of the truth. He who does not speak the truth is a traitor to the truth. The truth is not sufficiently defended, is frequently overpowered and he who does not disapprove, approves. Oppression of the truth is equivalent to the expression of what is false. Truth fears nothing but concealment. Truth is the mother of justice. The act of God does no injury. That is, no one is responsible for inevitable accidents. The power which is derived cannot be greater than that from which it is derived. Every jurisdiction has its own bounds. It is the duty of a good judge to remove the cause of litigation. The end of litigation is justice. The

government cannot confer favor, which occasions injury and loss to others. The government is to be subject to the law of the law makes government. The law is not to be violated by those in government and action is not given to him who has received no damages. No man out to be burdened in consequence of another's act. Wrong is wiped out by reconciliation. Consent makes the law. A contract is a law between the parties which can acquire force only by consent. Who mistakes is not considered as consenting. Every consent involves a submission but a mere submission does not necessarily involve consent. A contract founded on a base and unlawful consideration or against good morals is null. The agreement of the parties overcomes or prevails against the law. Advice, unless fraudulent, does not create an obligation in the agreement of the contracting parties. The rule is to regard the intention rather than the words.

**Sarah Lee:** I'm a family integrity advocate. Do we also have the other representatives on the video with us as well? Where are they? I need to tell you that I'd like to address the comments that were made the last meeting. First off, thank you for talking about your circumstance as a child. It's very brave of you to even speak about that, let alone acknowledge that happened in public. So, I want to thank you for sharing that with us because it's brave to speak about that. Also, your instances with the system, it shows us that you can step into our shoes and that you understand some of the things that were going through so thank you to both of you gentlemen for speaking on behalf of the people because that's exactly why you're sitting there. You're supposed to speak on behalf of the people. For the gentlemen that did not vote on the amendment, try to get this addressed somehow, some way. You're going to have to stand before Christ one day and you're going to either hear well done my good faithful servant or I knew you not. So, that's just got to put that out there. I know you're smiling about that but you walk two worlds as a pastor and a deputy. You walked natural law and man's law. You have to choose between the two and we don't have all that much time. Anyway, within the last week you had a young lady here who I was on the phone with and I told her that her fellow social worker was committing perjury to take a baby from its mother at the hospital and she ran right out of there and took the baby out of the hospital because the social worker had committed perjury. It's in the statutes as part of statutes and does apply to social workers via *Hogan v. Cherokee*. So, it's on your doorstep sir. You can close the curtains to your house but it's on your doorstep, okay. She took the baby, who is in the crucial moments of development as an infant who needs his mother. When she was asked about her parental fitness and replied that she was, and she had the things for her child and that she had support and she had all those things and the social workers lied about it to get a petition from a judge. That is going to the DOJ gentlemen. I am taking there personally because we do not lie to take children. As somebody said, we're not supposed to. No one alleged bad or evil sir, but all have fallen short of the glory of God. All are born sinful and every person in this room can make a decision that hurts somebody else or refrain from hurting somebody else but let the hurt happen by somebody else. None of us in this room are perfect. None of us are Jesus Christ, and all of us have the duty to step up when something is wrong and to correct it because he was not wrong in talking about the Nazi's because he could have added Native Americans, Asians. He could have added the orphan train. Those things happened in our country. It's happening now to our families and that's got to stop.

**Nick Fritz:** I'm mayor pro tem on the City Council of Washington but tonight I'm speaking primarily as a citizen of the city. I've debated if I should speak to you about the 15<sup>th</sup> street project. Specifically the fact that destroying the main arterial road in the City for several years would certainly impact business and commerce. I could talk about the difficulty of getting the fire trucks and ambulances across town during the 3 to 10 years of construction of the project. Currently it's the main thoroughfare for both those emergency services. I'm sure you know that the most dangerous roads are always the mixed use roads because they combine residential traffic with through traffic. I'm sure you know that the top ten most fatal stretches of road in North Carolina are mixed use roads that have put in medians. But I'm sure you know all that. The prime reason I'm here tonight is to address "Big Brotherism". We're all elected to represent the will of the citizens. This project is widely supported by the bureaucracy and widely rejected by the people. This project came before the people ten years ago and the City Council asked Mr. Alligood to remove it and scrap it but he refused to do that. When DOT put out a survey 89% of the people who took the survey opposed the project and that they proceeded forward. When it came before the city council last year a coalition of opposed citizens voiced their concerns to the council and the council turned a deaf ear. The leader of that coalition was promptly elected as the mayor and ousted a popular incumbent. Every square inch of the 1.4 mile stretch of road that the DOT wants to tear up lies inside the city limits of Washington and yet tonight, at the prompting of Mr. Alligood and Mr. Booth, both of whom are advocating for the DOT this evening, the County Commissioners are voting to twist the arm of the representatives of the City of Washington to vote in favor of a project that the citizens clearly do not want. I don't believe in Big Brotherism. This project may or may not be what is in the best interest of the City, according to the bureaucrats. But the citizens don't want it. I ask that you do not vote to browbeat another elected body to support something that their constituents are not interested in. We represent the people, not the TAC, the TCC, or the DOT. Please don't resolve to coerce your fellow representatives or your fellow citizens. Thank you.

**Charles Phillip:** I'm here with my partner Bob Rich. Bob and I are probably the second largest owners and taxpayers on this section of 15<sup>th</sup> street with our ownership of Midtown Cross and Shopping Center, Tractor Supply Shopping Center is what some people call it. We are in favor of the plan presented by the NCDOT. 15<sup>th</sup> Street is one of the most dangerous roadways in eastern North Carolina and it will only get worse unless it's improved. We often hear from our tenants in our center asking and concerned about their safety, their employees safety, their customers safety and they're always asking when will something be done. Under the current plan we, like a lot of others, are going to sacrifice real estate property. We're also going to sacrifice a stoplight that leads directly in through our shopping center, which is a huge sacrifice for any commercial property owner. We're willing to do this in exchange for safety and the benefit of the lives saved. With this improvement plan, the NCDOT is paying for this improvement project 100%, with an estimated cost of at least \$38.6 million. Of which \$7.5 million is earmarked for replacing the infrastructure that's aging under 15<sup>th</sup> street. Some of those pipes are over 80 years old. They will also add new pedestrian crossings and sidewalks. Much needed safety features. This is all at no cost to the City or the taxpayers. A win-win, a tree bird nest on the ground. I'm a practicing commercial real estate broker for over 40 years in Washington. The impact of this project goes far beyond the actual improvement area of the project. It's vital to look at the future of Washington, as well as the immediate concerns. Stand with me for a minute at the intersection of Highway 17, Carolina Avenue and 15<sup>th</sup> Street in front of the Rich Company. Look north towards Williamston. There's one site that's viable beyond Lowes that consists of about 8 acres. Now turn to the east with me and look down 15<sup>th</sup> street all the way to the hospital. There are only two pieces of property available. One is sic acres and one is 3.7 acres. Now turn and face south with me and look down Carolina Avenue all the way to the river. There's not one viable site. Finally, let's turn and look down 15<sup>th</sup> street extension towards Sheetz. Along this corridor there's approximately 68 acres of vacant property with over almost 3500 ft of frontage on 15<sup>th</sup> street. This is a prime area for development. Clearly this is the only viable future growth corridor Washington can offer. The gateway to Greenville and all points west. The NCDOT plan gives Washington and Beaufort County the ability to grow this important corridor. What an opportunity to substantially increase its tax base. This certainly does not stand a chance without good traffic flow. Let's look at this project not just as a quick fix. This project is a major contributor to the future safety and economic viability of this community. We realize it is impossible to please everyone on a project of this scale but we feel the NCDOT plan is for the greater good of Washington and Beaufort County. So, we encourage you to pick up that bird nest on the ground and let's get this project moving. Thank you for supporting the NCDOT project.

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### Legislative Updates from Elected Officials

No elected officials asked to speak.

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### Items for Consent

1. Refunds Over \$100 – Lloyd Salter, Tax Assessor
2. Budget Schedule – Anita Radcliffe, Finance Officer
3. Accept \$20,000 Grant from NC Department of Military and Veteran Affairs
4. Minutes Approval – Katie Mosher, Clerk to the Board

**Motion:** Vice-Chairman Langley motioned to approve the items on the consent agenda. Commissioner Booth seconded.

### Yes Vote

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

### No Vote

Commissioner Deatherage  
Commissioner Richardson

**See Addendum 1**

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### Approval of Contract

**Susan Squires:** In December, Beaufort County issued an RFQ for engineering services to support infrastructure improvements at the Washington-Beaufort County Industrial Park. Following our award of an IDF Fund Grant. Using a

qualifications based process under the Minnie Brooks Act, LE Wooten and Company was determined to be the most qualified firm. As you are aware, the project includes roadway and utility extensions to open the remaining lots in the park, along with design, permitting, construction, administration, inspection and grant administration services. The total engineering contract is \$327,200, funded through the IDF grant and related sources. It is the recommendation of our office that the Board approves the agreement and authorizes the county to execute the necessary documents.

**Motion:** Commissioner Dunn motioned to approve the contract with LE Wooten for \$327,000. Commissioner Walker seconded. The vote was unanimous.

**See Addendum 2**

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### **Board of Equalization and Review Dates**

**Lloyd Salter:** I wanted to add just a little bit to this. So, these are the dates, but just keeping in mind this is actually the beginning date and the adjournment date for the Board of Equalization and Review. What that means is essentially that's just the marker for when we can accept appeals this year and when we then begin hearing appeals that are in that time period. So, these aren't necessarily the only dates that you can hear appeals. We can set other dates after these dates but this is the cutoff for when we take appeals. That's what we're setting. So, we would actually like the first meeting we propose to be April 20<sup>th</sup> and then, of course, the adjournment, the following week on a Monday. However, we have a couple dates that week or another week if those do not work for you all. Again, would be the first meeting of the Board of Equalization and Review. We're going to go over some things at that meeting. Probably hear some cases that'd be on the 20<sup>th</sup> and then we would adjourn our business session, so to speak, at the 27<sup>th</sup>. But we can, of course, hear other cases if we have enough throughout the year, as long as they've come in by those dates or meet requirements.

**Commissioner Richardson:** We're finishing up the year of 2026, or 2025?

**Lloyd Salter:** This is actually going to be for the items that are billed in the coming year. We're done with last years stuff.

**Commissioner Deatherage:** Question. We're going to be able to take up people that want to discuss their property values from last year if they didn't come this year. Am I right?

**Lloyd Salter:** My understanding, and always has been in all the years of doing this is there are very few avenues for retroactivity. Retroactivity is something that tax law is not really going around so you'd be hearing them for the year that they're going to bill for July and August.

**Commissioner Deatherage:** Exactly, but it will be for the if they're not happy with their value.

**Lloyd Salter:** Correct. For instance I had a gentlemen that I spoke to today. He missed last year and he just missed it and he admitted he wasn't mad about it. He said I just missed it and I didn't get my appeal in but I'm appealing this year. You can hear it on the merits for this year and you can go forward with it.

**Commissioner Deatherage:** What is your feeling on the amount of people that may be coming forward.

**Lloyd Salter:** We have over 100 but we've not got, we're no where like last year. We're expecting a couple hundred probably as far as it goes because people did miss it and we know people are going to come. We also had a few that got perk tests from last year. They came in and we said guys you need to perk test. You don't have one. So, they went and got one. They want to come for this year and do things like that. So, we're expecting maybe a couple hundred but it could always change from there.

**Commissioner Deatherage:** We'll meet at least through April, don't you think?

**Lloyd Salter:** I would be surprised if we don't meet. Of course we try to work with them and do what we can. We've already worked with a few and got everything fixed but I would go so far as to say these two sessions may not be enough but you'll probably still be hearing them in May or so, I would think. I'm sorry, we also usually do one in November for personal property. That would be a catch-all later in the year.

**Commissioner Richardson:** What the public should be aware of is if they're not happy with last year they missed the appeal. If something didn't happen or if you appeals and you still missed it and you're not happy with that you can come back this year but you need to bring some better and new information if you come back.

**Lloyd Salter:** Let me play to that. I think that's a great point so let me add to that. So, for instance, you can hear it but the burden changes a little bit in an off-eval year. We still have to use the same sales. I mean we're not using 25 sales no matter what. We still have to use the ones that came up to make the reval. We still have to use the schedule for the reval but I did have a gentleman that came in with a lot more pictures, a lot better things and an engineering report. Oh yeah, I mean we're going to look at that. I mean that's something we should look at. He has that information and we're going to be able to put that together and come up with another value. So, I agree to your point Commissioner, but at the same time be very careful. The years are separate.

**Motion:** Vice-Chairman Langley motioned to approve the Board of Equalization and review dates. Commissioner Booth seconded. The vote was unanimous.

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### **Reclassification: Public Health Nurse to Medical Assistant**

**JaNell Octigan:** I kind of mentioned this a little bit to you guys during our budget retreat but something I kind of foresaw in the future for us is our extreme nursing shortage. I mean, this is a statewide issue. It's a countrywide issue and one solution that we came up with was basically downgrading out Public Health Nurse III position to a Medical Assistant. When we calculated it, even at most, if all the stars aligned, which you all know how that goes with hiring and things of that nature, we would still be able to get two for the price of one because I cannot afford nurses and what they're going for these days. Just a little backdrop of that too, we've had one RN position sit vacant since October 2025. It's still vacant and the RN position that left, which is the primary care that I'm looking to downgrade, was here for a little over not quite a year. We just can't compete so downgrading this to a Medical Assistant will allow them to work directly with the providers. Now that we have a family nurse practitioners, they fall under the orders of those providers versus the RN's we currently have and their programs that have to fall under standing orders and are required by the State. So, that is my request, to downgrade those two to the Medical Assistant positions.

**Commissioner Richardson:** Just for clarity, you want to take the one position, downgrade it and make it into two positions?

**JaNell Octigan:** Yes sir.

**Commissioner Richardson:** So, we'll be adding a body, a job to the payroll?

**JaNell Octigan:** Yes sir. So right now I have nurses that are dual responsible. It's basically for their programs and mandated by the state that I have them rotating in for check-in and check-out. With the MA they would each be able to report directly to the FNP, which would allow my RN positions to do their job for the mandated state programs, as well as the other clinics that don't require that provider and do require that RN. So, immunizations, our general clinic and things of that nature.

**Commissioner Richardson:** I'm just a bit puzzled by why you need the two positions. Why we don't just do one.

**JaNell Octigan:** We can try one but I'm telling you we're still going to fall short. I still have a nurse's position that's vacant and has been vacant for the CD position that I can't fill. I can't even find anyone to apply for it since October and the reason being is I can't come anywhere near their salary.

**Commissioner Richardson:** Well, looking at your total number of people on the payroll why don't we say this. We will reclassify two positions but we're not adding anybody to the payroll.

**JaNell Octigan:** Well, the CD position cannot be reclassified because its required by the State to be an RN. If I could put an MA in there I would.

**Commissioner Richardson:** But you could abandon the position.

**JaNell Octigan:** No, CD is a mandated program.

**Commissioner Richardson:** It's a mandated program so you have to keep it there and keep the job open.

**JaNell Octigan:** Yes sir.

**Commissioner Richardson:** I'm willing to vote to reclassify the person. I'm not willing to increase the number of people on the payroll.

**JaNell Octigan:** I just think it's going to be a continual battle that we face with nurses and this helps me take some off two of the nurses that I currently have to still do their normal duties, plus the clinic, but allow them in the programs because right now they're being pulled in all different ways and I can't get anyone in there to help them. These MA's would allow that by, again they're able to, if the provider tells them XYZ because we do now, which is different. We used to have two providers. They're able to tell them this, this and this, and they're able to follow suit, whereas our RN doesn't need that which is why they're able to be in those programs.

**Motion:** Vice-Chairman Langley motioned to approve reclassifying of the Public Health Nurse III to two Medical Assistant positions. Commissioner Walker seconded.

**Yes Vote**

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

**No Vote**

Commissioner Deatherage  
Commissioner Richardson

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**Insurance Reimbursement – Sheriff's Office**

**Captain Miller:** The Sheriff's Office has received \$55,805 in insurance proceeds related to Sheriff Officer vehicle accidents. We respectfully request that money to be returned and this will cover a vehicle that one of our members was t-boned, or the citizen ran a stop light and t-boned him and rolled the vehicle and totaled it out.

**Commissioner Richardson:** Let's talk about this for a minute. How many vehicles were in your budget?

**Captain Miller:** Ten.

**Commissioner Richardson:** Okay, so we've appropriated money for ten. If we did this the way you want to do, we're appropriating money for eleven but one of those is a replacement vehicle.

**Captain Miller:** Correct. It's a replacement from the previous year.

**Commissioner Richardson:** Otherwise, this money would go into the general fund. I can't find anything wrong with that because we're not increasing the budget obligation. Haven't we replaced another vehicle this year. Is that correct?

**Captain Miller:** No sir, we have not.

**Motion:** Commissioner Booth motioned to approve moving \$55,805 from insurance proceeds to the Sheriff's office capital fund to purchase a vehicle. Commissioner Walker seconded. The vote was unanimous.

**See Addendum 3**

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**Vehicle Purchase**

**Captain Miller:** The second item is we're seeking approval for \$127,435 to purchase three vehicles.

**Commissioner Booth:** It's already budgeted, isn't it?

**Captain Miller:** Yes sir.

**Motion:** Vice-Chairman Langley motioned to approve allowing the Sheriff's Office to purchase three vehicles for the amount of \$127,435. Commissioner Booth seconded. The vote was unanimous.

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### **Ordinance Development and Review**

**Chairman Waters:** If it's okay with the Commissioners, I think what she would like to do is hear our comments so that they can go back and continue to work on it. I know Commissioner Dunn has some recommendations or some questions and we'll let everybody do it but we won't proceed beyond that tonight. Is that fair?

**Christina Smith:** Or for us to determine what the next steps will be. If you'd like to continue discussing it in the monthly commissioners meeting or if you would like to have a breakout session, like a workshop where some details can be discussed a little bit more. Anyone who's looked at the agenda book, there is a lot of information. There are three ordinances that are presented. Obviously legal documents with a lot of requirements that are needed, that would be new to the people in Beaufort County. So, there's a lot of specific information in there that we just want to make sure that everyone is well aware of what's included in the ordinances.

**Commissioner Booth:** If I'm in order, I'd rather do a breakout session because this is a very large item and it's going to have a lot of questions so I wish we would one evening we just have a session and go over these discussions.

**Chairman Waters:** Alright, do you want to choose a date? Do you want to do it at like 4:00 or 5:00? Can everybody look at their calendar?

**Commissioner Booth:** We could probably spend 2 hours on this.

**Chairman Waters:** How about the 23<sup>rd</sup> or 24<sup>th</sup>? The 23<sup>rd</sup> is a Monday, the 24<sup>th</sup> is a Tuesday. Okay, we'll go with Monday at 5:00 PM. Let's do that, the 23<sup>rd</sup> at 5:00 PM.

**Commissioner Richardson:** There are a couple of things I'd like to mention because it will be helpful. One is, there's nothing in here that makes a lien mandatory when we do this. It says "may". I think we need to find a way. I'm not willing to give people that abandoned boats and buy mobile homes and abandon it and leave it for the public to dispose of and leave a junk car somewhere. I'm not willing to give them a free ride. There needs to be something in here about mandatory liens when the County pays money to have these things disposed of. Just my thoughts. I didn't see anything in here that makes it mandatory.

**Christina Smith:** So change it from "may" to "shall". The language that are in all three of the ordinances, obviously it's based upon other existing ordinances that are in other counties or municipalities. I can't even count the number of ordinances that we've reviewed. The language is very similar but there are, exactly as you mentioned there may be one or two words that are different. Typically, in the ordinance it has "shall" because it does give that little bit of wiggle.

**Commissioner Richardson:** I don't want an answer now because we'll take it up in the breakout session but the mechanics of a complaint because there's nothing in here about the mechanics of a complaint. It says County officer, county this, county this, or county that. What about the public? What about if somebody, you know, just think about it.

**Christina Smith:** So, were you thinking along the lines of as a verbal complaint? Does it need to be a written complaint?

**Commissioner Richardson:** Yeah, something that says how a person can complain. It may turn out that we don't even need that but I think we need to address it as to how complaints are made. Then, the only other thing is on the tail end of a couple of these, like on page six or something here the last one. I think it's a typo. It says the division will determine the actual charge but there's no definition of what a division is. I think that's a typo.

**Christina Smith:** It is because different counties, different agencies do it different. One of the challenges in writing the ordinance for Beaufort County is in the majority of government agencies it's a responsibility of the planning department because they have zoning. So through your zoning ordinance a lot of the requirements are laid out and because Beaufort County does not have that, we're having to kind of create the system in order to have the controls.

**Commissioner Richardson:** Then when you get into liens you get into enforcing the liens so we might want to designate an enforcer of the lien because he's you just throw a lien on it let it lay there, they're not going to pay it. But if you do a lien and you have some enforcement.

**Christina Smith:** I think the language that's in there is that the lien will be looked at like unpaid taxes and will be collected.

**Commissioner Richardson:** So that's how you're going to enforce it.

**Christina Smith:** Yes sir.

**Commissioner Richardson:** Okay, as long as we have some way to enforce it.

**Chairman Waters:** Will you send us an update on where we're at on bringing the convenient sites up to date, our safety, the construction that we're doing.

**West Overman:** The site improvements? I can do that real quick. The Buck Jones site is in progress. I spoke to the contractor earlier today. They're thinking they will be wrapping up in about two weeks, at which point we don't want to close the site for the weekend because they're not going to be working on the weekend anyway so we open the Buck Jones site on a Friday or a Saturday. We will then proceed to the Pantego site the following week. Then once Pantego is done, Five Points will be the last one.

**See Addendum 4**

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### **Reimbursement #15**

**Anita Radcliffe:** Starting on page 146 please. I'm here tonight, my first item is reimbursement #15 for the Washington Elementary School project. As you can see on page 146, Wimco has submitted an invoice totaling \$2,798,610.53. The grant portion of that invoice will be reimbursed for is \$2,260,437.73, with the County share coming out of that \$10 million transfer that we have set aside being \$538,172.80. On page 147 you have the actual reimbursement form that will be sent to the State. Behind that on page 149 you can see the detail from the architect, Hite associates detailing all the invoices we've paid thus far. There have been zero change orders for this project to date. The project is 66.7%, or 2/3 of the way complete and is still projected to be completed on time.

**Commissioner Richardson:** I have a question. On page 149 it says the original contract sum is \$43,120,100 but there's \$52 million in the kitty so there's \$8,880,000 we haven't seen a budget for that. Where's that money going to be spent?

**Anita Radcliffe:** Yes, that budget was brought before the Board and you all approved that.

**Commissioner Richardson:** Can you put that in our packet next month?

**Anita Radcliffe:** I sure can. I can email it to you as well, in the morning. There are things like furniture and fixtures in there. There's a little bit of contingency in there. There's a surplus line in there were I anticipate a transfer back to the general fund because the project is not expected to be \$52 million. I'm going from memory here but it's expected to come in at \$49 million.

**Commissioner Richardson:** That would be great.

**Anita Radcliffe:** So, just looking for a motion to allow the chairman to sign the reimbursement form and allow me to send it in for reimbursement to the State and pay our vendor, please.

**Chairman Waters:** Just for the record, we're approving \$2,798,610.53. This is our 15<sup>th</sup> disbursement and everything seems to really be moving along. I think the dedication ribbon cutting is like August 17<sup>th</sup> or 19<sup>th</sup>?

**Anita Radcliffe:** It's sometime in August. I'm not familiar with it.

**Motion:** Commissioner Walker motioned to approve having the Chairman sign the reimbursement form. Vice-Chairman Langley seconded.

### **Yes Vote**

Chairman Waters  
Vice-Chairman Langley

### **No Vote**

Commissioner Deatherage  
Commissioner Richardson

Commissioner Booth  
Commissioner Dunn  
Commissioner Walker

See Addendum 5

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**Reclassification: Accounts Payable to Accounts Specialist**

**Anita Radcliffe:** On page 171, in a similar manner, I am here as Ms. Octigan was earlier requesting a reclassification of a position within our Finance Department. I know you all hate doing this outside of the budget process. The reason I think that it's okay to do that is because this is not going to cost any additional county money above the current appropriation for salary and benefits within our division. If it had, I would have brought it to you during the budget process. But again, zero additional county dollars for this and it is important to do it now because I have a vacancy right now that I'm trying to fill and this will help with recruitment. But, I am asking for that reclassification and the justification for the request is there listed in the middle of page 171. Just to briefly go through those with you, this upgrade position will be assisting a lot with grant management, and we've got a lot of grants moving through the county. For water projects, for emergency management projects. I had one on the agenda tonight for veterans. They've had two recent grants and that's just the ones off the top of my head that we're really managing a lot and administering a lot of grants. In addition to that, this position will also be helping me with the budget development and coordinating and putting things together for the budget. I think a very important part of this reclass will be allowing the person in this position to kind of help me automate some of our processes. So, we want to explore digitizing requests for payments from other departments, vendors, and we also want to look at the possibility of changing from writing a check to our vendors to sending ACH payments. I included some documentation in your packet about how that is much more efficient and much safer from a fraud standpoint.

**Commissioner Richardson:** We'll take up the ACH when we take up the personnel thing. I don't want ACH to be the catch because we don't have this employee.

**Anita Radcliffe:** No, we can talk about it. But yeah, you can see all the reasons listed there on why it's a smart move for us to look at ACH. I think we're kind of behind the curve when it comes to that. We do that currently with our debt payments and we always have. Even before my time we sent those that way. But yeah, they're a much safer way to send payments and to stay on time. Having said all that, are there any questions about the reclassification that I requested tonight?

**Commissioner Richardson:** What is the difference in salary between the midpoints of those two grades?

**Anita Radcliffe:** So, the difference is \$4,035.

**Commissioner Richardson:** Tell us what the new salary will be.

**Anita Radcliffe:** I can't tell you what the new salary is going to be because when we hire we base the salary on qualifications. So, I can tell you I wrote down the hiring range for a pay grade 64. It's \$43,855 and the two grades higher, paygrade 66 the hiring rate is \$47,890 for a difference of \$4,035.

**Yes Vote**

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

**No Vote**

Commissioner Deatherage  
Commissioner Richardson

**Commissioner Richardson:** I thought we were going to have some discussion about ACH processes.

**Chairman Waters:** Well, we can.

**Anita Radcliffe:** I'm not prepared for it tonight.

**Commissioner Richardson:** But you have it on the agenda.

**Anita Radcliffe:** No, just the reclass.

**Commissioner Richardson:** I believe it's in my agenda book. Are my eyes lying to me?

**Chairman Waters:** No, it's one of the comments.

**Anita Radcliffe:** Yeah, it's just part of my justification for upgrading this position so we can explore it. I'm not saying we're moving tomorrow to ACH payments. I want to explore the benefits of doing that and what that looks like for us. That would be a long process for us to switch over to that.

**Commissioner Richardson:** One point I want to make on ACH payments is I don't mind all these fancy things and everybody having their money on the computer and thinking that they're safe when they're not. I want to be sure that people who want to be paid with a check can be paid with a check because I have people that call me and try to browbeat me. We're going to put this in your bank account. No, you're not going to do that.

**Anita Radcliffe:** I understand. All I can tell you is we've had at least two instances in the last two years where people have gotten ahold of our checks and whitewashed them and tried to steal money from us.

**Commissioner Richardson:** The same thing has happened for the last 100 years. It's nothing new.

**Anita Radcliffe:** Yeah, but if we can prevent that from happening, I certainly think that's a prudent and proper thing to do.

**Commissioner Richardson:** What are you going to do when the Cloud locks up and you can't pay anybody? You've got no money and you've got liens coming at you. All I'm advocating for is for people who are old fashioned like me and believe in real money that they could be paid with a check if they want to be paid with a check. That's all I'm saying. When you look at your system, look at it that way because there may be some law coming out of the legislature on this which says that you cannot force people to take money because a lot of this stuff is against the law with money. US currency says it's good for all debts, public or private and you're getting far away from that and there are legislatures who are thinking about going back and reinforcing the law.

**Anita Radcliffe:** I can respect what you're saying. I mean, I wrote a check today so I'm a little old school myself. I'm willing to do both.

**Chairman Waters:** When I do business with somebody if they say they want to do it that way I say give me a few minutes and I'll give you the information. Money is money. If it goes through the postal system it may be 15 days before we get some currency.

See Addendum 6

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### **Resolution in Support of NCDOT Project U-5860, 15<sup>th</sup> Street Washington**

**Commissioner Booth:** First of all, about this item up for 15<sup>th</sup> street, if we sit down and look at the notice that we have heard tonight about 400 people being against it. We have heard about safety. I want to thank Mr. Phillips for bringing up safety. When you put safety over dollars, that takes courage. Also, this 15<sup>th</sup> street is in the City of Washington. Washington is in the County of Beaufort. I not only represent Beaufort County, I represent the City of Washington too, which sits in Beaufort County. I've talked to some of the people that's on the list that we heard that was against it. Some of those people who told me if they knew what was happening they wouldn't have signed it to start with. At this time I'm going to ask is we can put this resolution on the screen so people can read it and we can discuss it and then getting back to what you heard tonight about a few people. We're not here to serve a few people. We're here to serve everybody. I have worked with every municipality in this county. I have never been to a city council meeting since I've been here on this commission. I serve with them. I respect them and when you ask, when you say that a big brother thing. There's no big brother thing, it's about safety and people dying. I stand on my deck every week and see traffic where there's an accident. Getting back to it, wherever you go Mr. Phillips, if I want to go to Tractor Supply I can get there. If I want to go to McDonald's I can get there. If I want to go buy a hamburger I can get there. So, this is not about politics. This is about the people of Beaufort County that we are trying to do the right thing. All of this money that's been allocated for 15<sup>th</sup>

Street improvements, that's going to create jobs here in this county. Somebody's going to get some of that money that lives here in this county. Sales tax can come from some of that money here in this town. I'm going to make the motion tonight.

**Chairman Waters:** We have a motion and a second. Does anybody want any particular correction to the resolution? Let's see if there are any proposed changes in the words.

**Commissioner Deatherage:** I have a question.

**Chairman Waters:** Is the question on the resolution?

**Commissioner Deatherage:** Yeah. Who wrote the resolution?

**Commissioner Booth:** You didn't but I did.

**Commissioner Deatherage:** You wrote that resolution?

**Commissioner Booth:** Yeah, I wrote it. The only thing that reminded me of you was all the whereases.

**Commissioner Deatherage:** It just didn't look like your syntax.

**Commissioner Booth:** That's because I just don't do it to do it. I do it with meaning.

**Vice-Chairman Langley:** I just want to say this. It's a sad thing when even now as you're riding down 15<sup>th</sup> street you just see people riding bicycles against the grain or you have people walking and especially the handicap ones with the flags on the back of the motorized vehicle. I'm terrorized for them. I mean, It bothers me bad and that's why I'm going to support this resolution. I'm going to say that there have been many people who have gotten calls about the demise of loved ones and that is not a good thing. A lot of people who have contacted me, they don't live on 15<sup>th</sup> street. They don't have property on 15<sup>th</sup> street. They're just sitting wherever they sit and deciding what's best for residents on 15<sup>th</sup> street and the businesses on 15<sup>th</sup> Street. So, when they call me and talk to me, that's a different story but people from other parts of town, no, I'm not really going to consider what you're talking about because my mind is made up.

**Commissioner Walker:** I have a lot of compassion for the businesses that are out there. I know exactly what they're going to go through. I went through it on Main Street when we did similar work on Main Street. We didn't unlock our front door for six months. We had a ten-foot trench in front of the store. But you've got to keep looking at it as progress and I look at our downtown now and we had to get into the street to fix everything that was wrong. The safety issue, walking across Main Street is not walking across 15<sup>th</sup> Street. So, when you start adding the safety factor to this thing, and I know I've talked to a lot of people the last few days but when you add the safety things, I really can't go against this thing because if I did tonight and somebody got hurt tomorrow I'd feel terrible. So, there you go.

**Commissioner Dunn:** Well, I agree with the safety issues but I would wish that we could put it off until they had their meeting later on, the city has their meeting with the DOT later on this month. Other than that, safety is a great concern.

**Commissioner Deatherage:** Yeah, we've heard about big brotherism tonight and I think I understand what that means. We are the largest governing body here in Beaufort County. We are the body politic of the State of North Carolina. That means a lot. What we say makes a big difference. Now, I think in most instances we should do what's right in every instance for everyone. However, in this case we are going against the wishes of the majority of the city council on an issue that's near and dear to them and they would like to be in charge of their own abilities to govern on their own. We're taking that away from them, or appearing to take that away from and from this fine resolution written by Ed Booth himself, I don't know if that's our business right now. I mean, I agree with Commissioner Dunn. We should wait and see what happens at their meeting and how it comes to fruition and how people speak. Maybe we'd have a better understanding. I've had a lot of people since it was put on the agenda I've had a lot of folks come to me and state what they felt was very important and I don't think I've had one person come to me and say anything about safety. Safety is important. I agree with that. But, so is doing what the leaders of this town want to do. These guys are trying to do their jobs, or trying to find all the ways they can make the City of Washington solve it. They're working together as a political body to do that. That hasn't been done in decades and I appreciate what they're doing. So, I'm going to stick with their wishes and if you want to put this off one more month I'd be happy to do that as well.

**Commissioner Booth:** Are you finished?

**Commissioner Deatherage:** Do you got the votes? You've got the votes right?

**Commissioner Booth:** I don't know.

**Commissioner Deatherage:** Don't you want to wait one more month?

**Commissioner Booth:** No, I'm not going to wait one more month and I'm going to tell you why. The crash data from 2020 to 2024 shows there were 417 total crashes. I'm going to be brief. Those crashes, three were fatal. 11 crashes caused disabling injuries. Without significant improvement to the entire quarter, these crashes will continue and most likely get worse. Now, let me ask you, is putting off another month worth another life, another crippled person or another accident? Would you be able to look at that person? I remember the night when we left this meeting and this person is not even on this list. We left this meeting and I stood and looked at her wrapped up in a sheet. She was rolling across the street with her grocery cart and her groceries strung across the street. I've been living on that corner on 15<sup>th</sup> street for 30 years. I've been living there longer than some of these people that are against this whole process have been living in the city. I've been living in this city for 50 years, living right here and I know that this is a hazard.

**Chairman Waters:** I'm probably going to take just a little bit of a different twist. When I come into Washington on a daily basis if I have business up here, there are three ways that I go through Washington. If I'm on the way to Greenville I go to 15<sup>th</sup> Street and I learned to go third street during the construction down by Mom's Grill. Both of those get you through the City. I remember when we started talking about the roundabout. You talk about emails and calls. I decided to put on my voicemail that the roundabout was coming. You could tell me whatever you wanted to say but I was not going to call you back. Now the only complaint I get about the roundabout is that we need lights there but it's a safety issue. I'm just like Commissioner Booth. We had somebody get killed in January. I was just reminded of that tonight. In January. I'm not going to have that on my back. Now, I'm going to flip. This is talking about economics and Mr. Phillips alluded to that. We have a medical complex that connects 264 and 17 and we are having discussion and it's in the state budget if they ever get it approved that would add 120 beds to our hospital. Repeat that again, 120 beds. It would be a tower and guess what, it ties in with Martin. That's where we're headed. Martin would have an emergency room but it wouldn't have any beds. They would have to bring those people to Washington. If they had a room in Greenville they'd take them there. Before I leave that, I had a grandmother tell me just last week she brought her kid, because as many of you know grandchildren live with the grandparents, came to the hospital here in Washington. They checked the child out. They called Greenville because they really felt like they needed to move the six year old to Greenville. Guess what. They were full so they couldn't take her. How would you like to be that grandparent? I mean, that's a need that takes time. I mean, that's not going to happen tomorrow, regardless of what we do on this road project. We've got two schools out Market Street Extension and we've got the new school, Washington Elementary School. All of this requires good traffic flow. But, the other thing we're missing on this is the economic development that's happening at the airport. We have over 100 acres and what we call an industrial park. I don't know what the official name is but we've got a lot of potential there. So, all of this ties together and you know, it's part of our future and I've got emails and they came in today. I've got voicemails. I'm not smart enough to do the voicemails and put them in the record, unless Ms. Mosher can help me. But, I'm going to give these to her. One of these includes Representative Keith Kidwell and Keith is in support of it and he asks that I read it into the record but I'm not going to do his unless I read everybody else's. So, I'm not going to read it but I'm going to give it to Ms. Mosher to put into the record. You know, I feel like this thing has been discussed and discussed and it's time for us to move on it. I don't think the county commissioners are being or stepping on somebody else's toes. As you well know, we represent all the citizens in Beaufort County. That's 44,000 plus and we have citizens that come to the shopping center. I mean, look at the people that go out there on any given night to the recreation area. I mean, they travel down 15<sup>th</sup> street so I'm going to support it and I would hope that we would have enough votes to continue to support it. The city can still have their dialogue with DOT. I'm not opposed to that but I don't think our vote tonight is going to make any difference either way. We're not twisting it but it's just like the elementary school. This County got \$42 million out of the lottery funds. It didn't come out of the taxpayer money but if we had funded that with school bonds guess what? We would pay back, the citizens would have paid back \$81 million. This project has a lot of infrastructure that needs to be done so when you people say well, we're spending \$38 million on just a short piece of road just to do something to the street, the infrastructure is there as well. So anyway, anybody else have anything to say?

**Commissioner Richardson:** I'm going to vote for this. You're at risk of losing \$40 million again that can help this county because if this goes, the funding on this is based solely on public safety and if it goes back into the pool again the

State's going to reassign that \$40 million. It's sitting there waiting on us right now. We're going to have to get in the queue again and the way budgets go, and the way things go, everything's prosperous right now. That's not to say it's going to stay that way. It might be 30 years before we get a shot at this money again. So, we don't need, as a public safety project, to lose this.

**Motion:** Commissioner Booth motioned to approve the resolution entitled "*A Resolution Supporting NCDOT Project U-5860, 15<sup>th</sup> Street in Washington*". Vice-Chairman Langley seconded.

**Yes Vote**

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

**No Vote**

Commissioner Deatherage  
Commissioner Dunn

**See Addendum 7**

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**Closed Session - Personnel**

**Katie Mosher** read the Board into closed session.

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

**Motion:** Commissioner Booth motioned to come out of closed session. Commissioner Walker seconded. The vote was unanimous.

**Chairman Waters:** No action was taken.

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**Commissioner Comments**

**Commissioner Richardson:** You mentioned the hospital issue and I would like for the manager to send us a copy of the part of the State budget that has the money in it for those 120 rooms.

**Brian Alligood:** I'll see what I can find.

**Commissioner Richardson:** One of the things is when I was involved in this I was sworn to eight different kinds of secrecy so I didn't realize it was in the budget this go round.

**Chairman Waters:** At that meeting there was a press release from the Washington Daily News. If I remember correctly that had some comment.

**Commissioner Richardson:** This is a big issue because it concerns economics, it concerns Beaufort County, it concerns the future of medical care in Beaufort County and these people are planning a major event and this Board of Commissioners has leased this property to the hospital and we need to be in a position to protect ourselves and look to the long term future for jobs in this county and that's the reason. So, if we can find that we need to get it out.

**Commissioner Walker:** I want to think about the military action that's going on. We all need to pray. Say a prayer. When we had three jets in Kuwait that were shot down by accident, they came out of Seymour Johnson and those guys were all right. But that's how close those are. Those jets, those pilots fly right over the city and county and they go into the bombing range. So, there's no doubt that they're very well aware of us but thankfully they were fine.

**Commissioner Deatherage:** I'd like to speak on that same issue but not exactly what you were talking about. We're in a military action in the Middle East. It was a long time coming. All of you guys are old enough to remember what happened in 1978 and 1979. Well, it went all the way through 1979. We know that as far as corrupt and evil and fascist goes, there's no greater government on the face of the earth right now than Iran. What they do to their people is unconscionable. What

they would do to us is even worse. So, I really celebrate and appreciate President Trump for doing what needs to be done, what should have been done a long time ago. But, thank God they're doing it now and they're tearing into Iran and I hope they keep doing it until it's finished. I think our prayers need to be with our President, all of our military folks and then we should hope there will be enough forbearance on this issue that it will continue into fruition. That's all I want to say. That's my prayer tonight

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

Adjourned at 7:35 PM

Respectfully submitted to you by:

Kathleen Mosher  
Clerk to the Board of County Commissioners

# Addendum 1

1. Refunds Over \$100 – Lloyd Salter, Tax Assessor
2. Budget Schedule – Anita Radcliffe, Finance Officer
3. Accept \$20,000 Grant from NC Department of Military and Veteran Affairs  
Anita Radcliffe, Finance Officer
4. Minutes Approval – Katie Mosher, Clerk to the Board

Date run:  
2/18/2026  
8:42:14 AM

**TR-406**  
**Pending**  
**Refund Report**

NCPTS V4

Refund Recipient Name	Refund Address	Refund Change Date	Refund Amount (\$)
JOHN ERWIN THOMAS	4494 CAMP LEACH ROAD WASHINGTON,NC 27889	1/22/2026 2:48:47 PM	851.54
PAMLICO COASTAL VENTURES, LLC	7120 CREEK WOOD DR CHAPEL HILL,NC 27514	1/22/2026 4:57:11 PM	909.99
HILDA MARTINEZ	727 BALL RD WASHINGTON,NC 27889	1/26/2026 1:55:27 PM	150.49
MICHAEL JOHN FREDERICK SARGENT REVOCABLE TRUST	2811 DEERFIELD LN WILSON,NC 27896	2/6/2026 11:54:57 AM	2,007.48
BENJAMIN H HUBBARD	423 HALL AVE AURORA,NC 27806	2/6/2026 2:26:50 PM	185.38
WALTER WILSON BUCK, JR	2567 POSSUM TRACK ROAD CHOCOWINITY,NC 27817	2/9/2026 4:15:43 PM	499.57
PRESTON BRITT ALLIGOOD	2781 LIZZARD SLIP RD WASHINGTON,NC 27889	2/10/2026 10:36:18 AM	453.61
MITCHELL LAYNE POLLARD	PO BOX 1016 BATH,NC 27808	2/10/2026 2:17:10 PM	136.24
MICHAEL ALAN RUNGE	357 E BAY ST BELHAVEN,NC 27810	2/11/2026 1:58:06 PM	210.68
KEITH AUSTIN MOORE	2232 NC 92 HWY WASHINGTON,NC 27889	2/13/2026 9:04:45 AM	255.08
MATTHEW B NEASE	1706 E ARLINGTON BLVD STE B GREENVILLE,NC 27858	2/17/2026 3:04:20 PM	122.67

**NC Vehicle Tax System Pending Refunds**

ALLEN, JAMES CARROLL	\$71.25
AVERY, MIKE ALLEN	\$7.25
BAKER, ASHLEY JAMES	\$50.57
BLETNER, JOHN FRANCIS	\$282.63
BRIGHT, BARRY RAY	\$63.06
CLARK, DOUGLAS BRENTON	\$388.96
COX, SUSAN WATERS	\$40.86
CUTLER, CHADWICK RAY	\$118.07
DUNN, RANDALL JR	\$151.67
FIRKUS, MARIE LOUISE	\$54.19
GREEN, BRENDA KAREN	\$5.25
LEE, NATALIE ELAINE	\$253.34
MANNING, CARLOS ERVIN JR	\$140.81
MCCABE, TAMMY BALDWIN	\$20.30
NAVY, WILLIAM FRANKLIN	\$94.47
PARKS, JESSICA LOUISE	\$65.15
PITT COUNTY TAX COLLECTORS OFFICE	\$364.63
SPENCER, NATHAN HOWARD	\$118.78
WHITFORD & ASSOCIATES INC	\$243.29
WHITNEY, AL JR	\$15.41
<b>TOTAL</b>	<b>\$2,549.94</b>

**Proposed Budget Schedule 2026-2027**

Scheduled Week Of	Actual Date	Completed	Budget Task
	2/11/26-2/12/26		Budgetary & strategic planning retreat with Board
02/16/26			Budget Packets distributed to Management Team
02/16/26			Outside Agency budget requests distributed
03/16/26			Preliminary revenue estimates
03/16/26			Outside Agency budget requests submitted to Finance
03/16/26			Continuation budgets submitted to Finance
03/16/26			Expansion budgets submitted to Finance
03/16/26			Budget compiled by Finance
	3/31/26-4/10/26		Budget review with Manager (scheduled over 2 weeks)
	4/20/2026		Finalize revenue estimates - Finance
	5/11/2026		Manager's recommended budget presented to Board (special meeting on 05/11/26)
	5/12/2026		Budget available for public viewing at Clerk's office and posted on web site
See Below			Budget workshops with Board (scheduled over 2 weeks, see below)
05/25/26			Advertise public hearing for budget
	6/1/2026		Public hearing- budget (regular meeting on 06/1/26)
	6/8/2026		Budget adopted (special called meeting on 6/8/26)
	6/30/2026		Budget posted to web site

Budget workshop meetings with Board

- 5/14/2026 General Fund
- 5/19/2026 General Fund and Enterprise Funds
- 5/21/2026 Service Expansion - County & Outside Agencies
- 5/26/2026 Finalize Budget



## **APPLICATION-CONTRACT**

### **GRANT PROGRAM FOR COUNTY VETERANS OFFICES**

#### **BACKGROUND:**

Session Law 2023-134, Section 33.13(a) directed the North Carolina Department of Military and Veterans Affairs (NCDMVA) to establish a grant program for existing county veterans offices (CVOs) to provide services to veterans. A grant may be awarded up to \$20,000. To be eligible for the grant program, the CVO must be located in a county where there are eight (8) or less certified veteran service officers (VSOs). The VSO may be an employee of or volunteer with the federal government, State of North Carolina, county, or an entity in the county, including a nonprofit organization. NCDMVA will verify the presence of eight (8) or less certified VSOs in the county through the United States Department of Veterans Affairs (USDVA) prior to awarding a grant.

#### **Instructions:**

The County Veterans Office (the "RECIPIENT") will complete the **PART I – RECIPIENT SECTION** of this document, including Attachments. The RECIPIENT will have an authorized official complete the **PART IV – EXECUTION SECTION** of this document.

The RECIPIENT shall complete and submit the following documents:

- Attachment A - Scope of Work and Budget
- Attachment B - W-9 Form
- Attachment C - Electronic Payment/Vendor Verification Form
- Attachment D - Conflict of Interest Policy (sample)
- Attachment E - Sworn (notarized) Certification of No Overdue Tax Debts
- Attachment F - State Grant Compliance Reporting
- Attachment G - Grant Certification
- Attachment H - Closeout Reporting Document

Upon receipt and approval of this completed document and attachments, NCDMVA will complete the **PART II – DMVA SECTION** of this document and have an authorized individual complete the **PART IV – EXECUTION SECTION** of this document.

Upon the execution page being signed in the **PART IV – EXECUTION SECTION** by both the RECIPIENT and NCDMVA (referred to collectively as the "PARTIES"), this document and all required attachments are incorporated herein and together constitute the contract agreement (Agreement) between the PARTIES.

**PART I – RECIPIENT SECTION:**

**Section 1: RECIPIENT Organization Information**

County Name: Beaufort County, North Carolina  
County Address: 121 West 3rd Street, Washington, NC 27889  
Recipient Contact: Brian Alligood, County Manager  
Contact Phone: 252-946-0079  
Contact Email: brian.alligood@beaufortcountync.gov  
Grant Amount Request: \$ 20,000 (Up to \$20,000 - Final amount subject to allocation and appropriation of funds to NCDMVA)

**Section 2: Award Amount**

The award amount will not exceed \$20,000 per Session Law 2023-134, Section 33.13(a). The actual amount of the award is dependent on the number of eligible recipients as described in Part I, Section 4 of this document, and subject to the allocation and appropriation of funds to NCDMVA. The RECIPIENT’s award amount can be found in Part II – Section 2 of this document, which will be finalized after the RECIPIENT completes all requirements within Part I – RECIPIENT SECTION (including Attachments A - E) and signs the execution page. (Attachments F-H will be completed post award as described below.)

**Section 3: Use of funds**

As required by Session Law 2023-134, Section 33.13(a), CVO grant awards are for the purpose of providing services to veterans. A CVO may receive a grant award up to \$20,000 for this purpose. The RECIPIENT will use Attachment A: Scope of Work and Budget, to provide a scope of work regarding how grant funds will be utilized to serve veterans and a budget with a detailed description of proposed grant expenditures.

The RECIPIENT agrees to expend funds in accordance with the scope of work and budget cost items set forth in the RECIPIENT’s approved budget. Upon written notification to NCDMVA, the RECIPIENT may reallocate or redistribute funds among budgeted line items in an amount not to exceed ten percent (10%) of the total approved budget without requiring NCDMVA’s prior written approval.

Any reallocation or redistribution of funds exceeding ten percent (10%) of the total approved budget shall require the prior written approval of NCDMVA, documented as a written amendment to the contract agreement (Agreement) as described in Part III, Section 3 of this document.

**Section 4: Eligibility Requirements**

The RECIPIENT confirms it meets the requirement as defined in Session Law 2023-134, Section 33.13(a) which dictates:

The CVO must be located in a county in which there are eight or less certified veteran service officers (VSOs). The VSO may be an employee of or volunteer with the federal government, State of North Carolina, county, or an entity in the county, including a nonprofit organization. DMVA shall verify the presence of eight or less certified VSOs in the county through the United States Department of Veterans Affairs prior to awarding a grant.

**Section 5: Reporting Requirements**

The RECIPIENT agrees and shall submit compliance reports and certify that all grant funds received or held are being used for the purposes for which the grant was awarded, and providing an accounting of all funds received. Such reporting shall be required at a minimum of once every six (6) months following the date on which funds are received and shall continue until all funds have been expended and accounted for to the satisfaction of NCDMVA. See Attachment F - Compliance Reporting and Attachment G- Grant Certification for fashion of reporting.

Upon project completion (i.e., once RECIPIENT has expended all grant funds) or No later than **August 3, 2026**, whichever is sooner, the RECIPIENT shall submit, as prescribed by NCDMVA, the following information to [SVC\\_DMVA\\_FSD.grants@milvets.nc.gov](mailto:SVC_DMVA_FSD.grants@milvets.nc.gov) :

- (1) The unduplicated number of veterans served by the CVO.
- (2) The number of times each individual veteran was served by the CVO.
- (3) The services that were provided to veterans using the grant funds awarded to the CVO.

See Attachment H: Closeout Reporting Document for form and fashion of reporting the information above.

## **PART II – NCDMVA SECTION:**

### **Section 1: Eligibility Determination**

It is the responsibility of NCDMVA to verify through the United States Department of Veterans Affairs that the RECIPIENT has eight (8) or less certified veteran service officers (VSOs). The VSO may be an employee of or volunteer with the federal government, State of North Carolina, county, or an entity in the county, including a nonprofit organization.

### **Section 2: Award Amount**

The RECIPIENT will hereby be awarded the amount of \$ 20,000.00 . NCDMVA will disburse the full amount of the grant award to the RECIPIENT within 30 days of NCDMVA's receipt and approval of the RECIPIENT's required documentation, including attachments, in form and substance satisfactory to NCDMVA.

### **Section 3: Contract Information**

Once executed, this document will serve as the Agreement between the PARTIES. The Agreement number is Beaufort County Veterans Service Office .2026-0005

### **Section 4: Period of Performance**

The period of performance shall begin on the date this Agreement is fully executed by all parties (Contract Execution Date) and shall continue through **June 30, 2026**.

## **PART III – OTHER CONTRACTUAL REQUIREMENTS:**

### **Section 1: Compliance with Laws**

All state grants are subject to corresponding statutes and rules, most notably the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200, N.C. Gen. Stat. 143C-6-23, and 09 N.C. Admin. Code 03M. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. Disbursement of funds is contingent upon RECIPIENT's compliance with the terms of this Agreement and any applicable federal or state requirements.

### **Section 2: Monitoring and Auditing**

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by NCDMVA upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide NCDMVA staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

Beaufort

**Section 3: Amendments**

This Agreement may be amended in writing which documents approval of changes by both the NCDMVA and the RECIPIENT. NCDMVA, in its sole discretion, may approve amendment requests to this Agreement.

A RECIPIENT may submit one (1) written amendment request to NCDMVA for an extension of the period of performance established under this Agreement. Any such extension requests must be made prior to the expiration of the current performance period and shall include justification or explanation for the requested extension. If approved, no extension shall extend the period of performance beyond July 31, 2026.

**Section 4: Sub-Recipients**

If the RECIPIENT grants to any sub-recipient, any of the grant funds awarded to the RECIPIENT under this Agreement, the RECIPIENT or sub-recipient is not relieved of any duties and responsibilities of this Agreement. Additionally, the sub-recipient agrees to abide by the standards contained in this contract and to provide information in its possession to all the RECIPIENT to comply with these standards.

**Section 5: SITUS**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

**Section 6: Termination of Agreement**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as possible following termination of this agreement, any residual, unexpended grant funds remaining at the end of the termination or the period of performance shall be returned to NCDMVA.

**PART IV – EXECUTION:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Agreement. In Witness Whereof, the RECIPIENT and NCDMVA have executed this Agreement electronically, with each party retaining an electronic version. This Agreement shall be effective as of the date of the last party's signature.

**RECIPIENT NAME**

Brian Alligood  
AUTHORIZED SIGNATURE:

Brian Alligood, County Manager  
PRINTED NAME AND TITLE:

10/24/25  
DATE

**NC Department of Military and Veterans Affairs**

Jessica Slider  
AUTHORIZED SIGNATURE:

Jessica Slider, Chief of Staff  
PRINTED NAME AND TITLE:

11/4/20  
DATE

## County Veterans Office State Grant - Scope of Work and Budget

### Scope of Work and Budget with Detailed Description

Pursuant to Part I, Section 3 of the Agreement, please provide a scope of work and budget with detailed description for the use of the maximum amount of \$20,000 even though the award amount may be less.

6

**Beaufort County Veterans Services uses Tyler Technologies Veteran' Benefits Software. The software is used to manage and submit claims to the Veterans Administration. The software provides for simplified eligibility determination, enrollment, and benefits submissions. It provides for detailed tracking and fast searching and reporting across all records. It provides specific workflows to support every stage of the benefit claims process and includes automated, pre-populated forms and letters. The platform is web-based and secure.**

**The County proposes to use the grant funds to hire a part-time employee to enter veterans' current paper files into the benefits software platform. The County has only used the veterans benefits software for the last few years so there is still a large backlog of paper files in filing cabinets from previous claims. This will allow the VSO efficient access and timely response to veterans' needs and requests. It will also allow the VSO to see all activities related to a veteran in one place and not across various paper files. Beaufort County only has one VSO and providing for more efficient and automated processes will help the VSO serve more veterans. It will also allow for easier reporting of activities.**

#### **Budget Breakdown:**

<b>Additional software license for part-time employee:</b>	<b>\$ 600</b>
<b>Office supplies for part-time employee:</b>	<b>\$ 500</b>
<b>Salary for part-time employee (@ \$26.91/hour):</b>	<b><u>\$18,900</u></b>
<b>Total requested budget:</b>	<b>\$20,000</b>

**Beaufort County  
Finance**

**Budget  
Amendment  
Request**

Department: General Fund

Date of Request: 3/2/26

FY Budget: 2025/2026

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-458220	NCDMVA State Grant Revenue	20,000	
10-5820-556020	NCDMVA Grant Expense	20,000	

**Department Justification: To recognize \$20,000 grant received from NC Department of Military and Veteran Affairs and appropriate the funds for spending.**

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

County Position No. \_\_\_\_\_

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

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

# **Addendum 2**

## **Approval of Contract Economic Development**

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 3, 2026 (“Effective Date”) between

Beaufort County (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Washington-Beaufort County Industrial Park Utility & Roadway Extension (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

Provide roadway, water and sanitary sewer extensions to Industrial Drive in the Washington-Beaufort County Industrial Park. Engineering services to include survey, design, permitting, bidding & negotiation, construction administration and construction observation. In addition, Engineer to include Funding Administration. See Appendix 1 for a more detailed description of the Scope of Services. (“Services”).

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **Technical design will be completed within 150 days from the Notice to Proceed. Construction services are anticipated to be completed within five (5) months of construction notice to proceed.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment*

- A. Owner shall pay Engineer a **Lump Sum** Amount for services as follows:

a. Engineering Design	\$ 86,100.00
b. Bidding / Negotiation	\$ 7,500.00
c. <u>Funding Administration</u>	<u>\$ 58,600.00</u>
Total Lump Sum Amount	\$152,200.00

In addition to the Lump Sum amount, reimbursement for the following expenses: N/A

The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- B. Owner shall pay Engineer for **Hourly Rate** Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 2.
3. The total compensation for Hourly Rate services and reimbursable expenses is broken down as follows:

a. Construction Administration	\$ 40,000.00
b. Construction Observation	\$115,000.00
c. <u>Materials Testing/Geotechnical</u>	<u>\$ 20,000.00</u>
Total Estimated Hourly Amount	\$175,000.00

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard

hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 *Fee Summary*

Description	Payment Method	Fee
Technical Services	Fixed Fee	\$93,600.00
Materials Testing/Geotechnical	Cost + 10%	\$20,000.00
Construction Administration	Hourly	\$40,000.00
Construction Observation	Hourly	\$115,000.00
Funding Administration	Fixed Fee	\$58,600.00
<b>Total Project Fee:</b>		<b>\$327,200.00</b>

*Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer

cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected

thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.


- 8.01 *Attachments:* Appendix 1 – Detailed Scope of Services  
Appendix 2 – Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:  
Beaufort County, North Carolina

By: \_\_\_\_\_  
Print name: Brian Alligood  
Title: County Manager  
Date Signed: \_\_\_\_\_

Engineer:  
L.E. Wooten & Company dba The Wooten Company

By:   
Print name: W. Brian Johnson, PE  
Title: Vice President  
Date Signed: 2/6/26

Engineer License or Firm's Certificate No. (if required):  
F-0115  
State of: North Carolina

Address for Owner's receipt of notices:  
121 W. 3<sup>rd</sup> Street  
Washington, NC 27889

Address for Engineer's receipt of notices:  
120 N. Boylan Avenue  
Raleigh, NC 27603

**PRE-AUDITED STATEMENT**

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

Print Name: \_\_\_\_\_

Title: Finance Officer

By (Signature): \_\_\_\_\_

Date Signed: \_\_\_\_\_

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [REDACTED].

**Engineer's Standard Hourly Rates**

**A. Standard Hourly Rates:**

Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.



**SCHEDULE OF FEES**  
Hourly Rates for Wage Categories  
7/1/2025

Wage Category	Hourly Billing Rate
Engineer I	\$ 140
Engineer II	\$ 175
Engineer III	\$ 230
Engineer IV	\$ 265
Engineer V	\$ 298
Architect I	\$ 108
Architect II	\$ 138
Architect III	\$ 185
Designer I	\$ 100
Designer II	\$ 125
Designer III	\$ 150
Designer IV	\$ 195
Construction Admin I	\$ 140
Construction Admin II	\$ 215
Construction Admin III	\$ 265
Construction Observer / Resident Project Representative	\$ 138
Utility Coordinator II	\$ 157
Utility Coordinator III	\$ 246
Survey Technician I	\$ 76
Survey Technician II	\$ 88
Survey Technician III	\$ 99
Survey Technician IV	\$ 121
Survey Technician V	\$ 153
Surveyor II	\$ 168
Surveyor III	\$ 211
Surveyor IV	\$ 240
GIS Analyst I	\$ 88
GIS Analyst II	\$ 118
GIS Analyst III	\$ 145
GIS Analyst IV	\$ 168
Funding Coordinator I	\$ 95
Funding Coordinator II	\$ 165
Funding Coordinator III	\$ 195
Project Assistant	\$ 99

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate.  
Subcontracted Services and other expenses at cost plus 10%.

The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

**Appendix 2, Standard Hourly Rates Schedule.**

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and American Society of Civil Engineers. All rights reserved.

**APPENDIX 1**  
**TO THE**  
**ENGINEERING SERVICES AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF BEAUFORT**  
**AND**  
**L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY**  
**FOR**  
**SCOPE OF SERVICE**  
**TO**  
**WASHINGTON-BEAUFORT COUNTY INDUSTRIAL PARK UTILITY & ROADWAY EXTENSION**

The following Attachment shall become a part of the Contract Agreement.

**PROJECT INCLUDES:**

Engineer to provide the design for the extension of ~2,800 SY of new roadway, ~850 LF of new 8-inch water main, and ~2,050 LF of 8-inch sanitary sewer extensions to serve Industrial Drive within the Washington-Beaufort County Industrial Park. Additional items to serve this utility expansion such as driveway culverts, water and sewer services, etc. will be included with locations coordinated with Owner. Engineering services to include survey, design, permitting, bidding & negotiation, construction administration and construction observation. In addition, Engineer to include Funding Administration.

**SCOPE OF SERVICES:**

**ROADWAY AND UTILITY DESIGN SERVICES**

- (1) Complete topographic survey including approximately 700 linear feet along Industrial Drive, with a 100-foot wide corridor survey for the inclusion of water, gravity sewer, minor site grading, stormwater driveway culverts, and erosion control measures.
- (2) Provide "Level C" Subsurface Utility Engineering (SUE) services for the horizontal subsurface utility location data. This includes utility research, type of utility and Owner, surveying, and gathering existing utility information within the project limits for the following: Gas, Fiber Optic, Cable, Telephone, Water, and Sewer.
- (3) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data, DOT provided information and obvious existing property corners and monuments. Verify right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for the project.
- (4) Verify all existing public rights-of-way within the project area.

- (5) Hold conferences with representative of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to three (3) meetings, with some being virtual.
- (6) Submit design drawings at the following stages for Owner review and approval: 50%, Permit, and 90% Quality Control Review.
- (7) Prepare updated cost opinions for the project.
- (8) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing and other costs incidental to issuing of said contract plans, specifications, and documents.
- (9) Submit for approval of the plans and specifications proposed and associated permits to the NCDEQ Public Water Supply, NCDEQ Fast-track sewer permit, and Land Quality (erosion control). Submittals to NCDOT and funding agencies may be required for construction of the improvements.

#### **BIDDING AND NEGOTIATION**

- (10) Assist the Owner in the advertising for bids.
- (11) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
- (12) Prepare, as may be required, written addenda amending the bidding documents.
- (13) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.
- (14) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.
- (15) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

Construction is anticipated to be under one (1) contract. The duration of this contract is estimated to be five (5) months for the road, water and sewer. They will be constructed.

- (16) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.

- (17) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (18) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (19) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.
- (20) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.
- (21) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.
- (22) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.
- (23) As necessary, prepare change orders and revise the contract documents for approval by the Owner and others on a timely basis.
- (24) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.
- (25) The Engineer will provide the Owner with three (3) sets of prints and a digital version containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer.

#### **CONSTRUCTION OBSERVATION**

- (26) After award of the contract, the Engineer will provide full time resident observation of the construction on the project. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of work days on the project is 100 days (on average 5 days / wk.).
- (27) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for

payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

- (28) Engineer will submit observation reports to the Owner on a regular basis.
- (29) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

#### **GRANT ADMINISTRATION ASSISTANCE**

- (30) Assist with correspondence with NC Department of Commerce Industrial Development Fund reporting.
- (31) Fill out reimbursement request for execution by the Owner.
- (32) Submit reimbursement requests to NC Department of Commerce Industrial Development Fund.
- (33) Assist with project closeout documentation and final reimbursement request.
- (34) Prepare any necessary Plat(s) of Easement for any additional right-of-way, permanent easement, and/or temporary/construction easement.
  - A) Plat shall be drawn on the largest sheet size acceptable to the Register of Deeds Office or on a sheet size acceptable to the Owner.
  - B) Plat shall be at a scale equal to that of the of the construction plans unless approved by the Owner.
  - C) Plat shall be prepared in accordance with State standards for legal plats of record an contain at least the following information: Property lines in the vicinity of the improvement, all proposed right-of way and/or permanent easements and/or temporary/ construction easements, courses and distances for the above, area of taking for each easement or right-of-way on each parcel, right-of-way and/or easement width, and any information as may be requested by the Owner's attorney, Register of Deeds, and/or the County.
- (35) Provide wetland delineations.

#### **(36) ADDITIONAL SERVICES**

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (37) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level "C" SUE services are provided as part of the Basic Services of the contract as stated under above in Section 1.A Design Services.

- (38) Prepare downstream sewer analysis if required by Division of Water Quality to support permit application to construct.
- (39) USACE / NCDEQ individual environmental permit.
- (40) Prepare Storm Water Management plan.
- (41) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (42) Appear before courts or boards on matters of litigation or hearings related to the project.
- (43) Design other additional utilities improvements not included in the original scope of services.
- (44) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (45) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
- (46) Grant/Loan administration.
- (47) Provide Construction Staking services for the Contractor.

**SERVICES PROVIDED BY THE OWNER**

- (48) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (49) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (50) Pay all permit and application fees required for the project approval and construction.
- (51) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (52) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (53) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (54) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

- (55) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (56) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (57) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (58) Provide E-verify affidavit document for Engineer's execution.

<http://www.ncim.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

# **Addendum 3**

## **Insurance Reimbursement Sheriff's Office**

**Beaufort County  
Finance**

**Budget  
Amendment  
Request**

Department: General Fund

Date of Request: 3/2/26

FY Budget: 2025/2026

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0600-485000	Insurance Payments	55,805	
10-4310-554000	Capital Outlay – Vehicles	55,805	

**Department Justification: To appropriate insurance proceeds for vehicle replacement at the Sheriff’s Office.**

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

County Position No. \_\_\_\_\_

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

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

# **Addendum 4**

## **Ordinance Development and Review**

Similar to Onslow County, as recommended by NCDEQ

## Chapter 53: ABANDONED MANUFACTURED HOMES

### Section

#### *General*

- 53.001 Title
- 53.002 Purpose
- 53.003 Authority
- 53.004 Jurisdiction
- 53.005 Not Used
- 53.006 Choice of Law and Venue
- 53.007 Conflict with Other Ordinances or Laws
- 53.008 Severability
- 53.009—53.049 Reserved
- 53.050 Definitions
- 53.051—53.099 Reserved

#### *Regulated Activities*

- 53.100 Administration
- 53.101 Abandoned Manufactured Homes Unlawful; Removal Authorized.
- 53.102 Notice, Hearing, Appeal, Lien on Property
- 53.103-53.199 Reserved

#### *Enforcement and Penalties*

- 53.200 Enforcement
- 53.201 Penalties

Similar to Onslow County, as recommended by NCDEQ

## General

### § 53.001 TITLE.

This chapter shall be known and may be cited as the "Abandoned Manufactured Homes Ordinance of Beaufort County, North Carolina."

### § 53.002 PURPOSE.

The purpose of this article is to promote the public safety, health, and welfare of the citizens of Beaufort County through the regulation of abandoned manufactured homes in the county. All abandoned property defined herein is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of Beaufort County.

### § 53.003 AUTHORITY.

This article is adopted pursuant to the authority contained in N.C.G.S. 153A-121, N.C.G.S. 153A-123, and N.C.G.S. 153A-140.

### § 53.004 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 any property owned or operated by the county.

### § 53.005 LIABILITY

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned manufactured home, for disposing of such manufactured home as provided in this article.

### § 53.006 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.

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**§ 53.007 CONFLICT WITH OTHER ORDINANCES OR LAWS.**

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.

**§ 53.008 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.

**§ 53.009—53.049 RESERVED.**

**§ 53.050 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:

Abandoned Manufactured Home means a manufactured home that has been abandoned for use as a dwelling and is found to be a nuisance because it is in a wrecked, scrapped, disassembled, unusable, cannibalized, burnt, inoperable, or irreparable state, or creates or fosters one or more of the following conditions:

1. A breeding ground or harbor for mosquitoes, other insects, rats, or other pests;
2. A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height;
3. The collection of pools or ponds of water;
4. Concentrated quantities of gasoline, oil, or other flammable or explosive materials;
5. A source of danger for children because of the possibility of entrapment or injury from exposed sharp surfaces of metal, glass, or other rigid materials;
6. A source of danger from the home, or parts thereof, falling or turning over;
7. An accumulation of garbage, food waste, or any other rotten or putrefied matter of any kind;
8. Accumulation of sewage or animal waste;
9. Concentrated quantities of hazardous materials;
10. The presence of dead animals; or

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11. Any manufactured home specifically declared a public health and safety hazard by the Board of Commissioners or a duly authorized county official or employee.

Manufactured homes that are abandoned as defined herein shall be considered personal property and, if previously characterized as real property for tax or other purposes, shall forfeit that characterization.

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

Department means the North Carolina Department of Environment Quality (NCDEQ).

Manufactured Home means a structure, transportable in one or more sections, which in the traveling mode whose body is 8 feet or more in width or 40 feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. Such term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Department of Housing and Urban Development (HUD) and complies with the standards established under that Federal agency. For purposes of this ordinance, "manufactured home" includes both factory-built single-family structures built to meet standards established under The National Manufactured Housing Construction and Safety Standards Act of 1974 and mobile homes built prior to the effective date of those standards (June 15, 1976).

§ 53.051—53.099      **RESERVED**

## **REGULATED ACTIVITIES**

§ 53.100      **ADMINISTRATION.**

- (A) Beaufort County Administration and Public Works Department Solid Waste Division, the Beaufort County Sheriff's Office, Beaufort County Health Department, Beaufort County Planning & Inspections, and Beaufort County Tax Department are jointly and mutually responsible for the administration and enforcement of this chapter.
- (B) The county may remove and dispose of abandoned manufactured homes in compliance with this article and applicable state laws.
- (C) Nothing in this article shall be construed to limit the legal authority of powers of officers or the employees of the county or state in enforcing other laws or in otherwise carrying out their duties with regard to abandoned manufactured homes.

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**§ 53.101 ABANDONED MANUFACTURED HOMES UNLAWFUL; REMOVAL AUTHORIZED.**

- (A) It shall be unlawful for the registered owner or persons entitled to the possession of an abandoned manufactured home, or for the registered owner, lessee, or occupant of the real property upon which an abandoned manufactured home is located, to cause or allow a manufactured home to be an abandoned manufactured home.
- (B) A manufactured home shall be considered abandoned if it has not been connected to either water or electrical utilities for a period in excess of 180 days, provided however, that in the case of a burnt manufactured home declared irreparable to a habitable state by a County building inspector, such time period shall be 60 days.
- (C) If, following the notice required by Section 53.102, no action is taken to remove or abate the abandoned manufactured home pursuant to the time limitations period identified in the notice of violation or following appeal pursuant to this article, the county may enter the property and remove, abate, or remedy the abandoned manufactured home as provided herein.

**§ 53.102 NOTICE, HEARING, APPEAL, LIEN ON PROPERTY.**

- (A) Upon determining that a violation of this article exists, the County shall issue a written notice of violation to:
  - 1. The registered owner or person(s) entitled to possession of the abandoned manufactured home;
  - 2. The registered owner, lessee, or person(s) entitled to the land on which the abandoned manufactured home is located, and
  - 3. The occupant of the abandoned manufactured home.
- (B) The notice shall be provided by hand delivery, service of process, or certified mail.
- (C) The notice shall:
  - 1. Identify the property and describe the abandoned manufactured home located thereon to be removed, abated, or remedied;
  - 2. Direct that the abandoned manufactured home be removed, abated, or remedied;
  - 3. Provide a reasonable time limitations period in which to comply, not to exceed ninety (90) days;
  - 4. State that the county may enter the property to remove, abate, or remedy the abandoned manufactured home if appropriate action is not taken during the time

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- period provided;
5. State that the costs incurred by the county to remove, abate, or remedy the abandoned manufactured home, if not paid by the violator(s), shall be a lien upon the abandoned manufactured home and/or the real property upon which it is located and shall be collectable as unpaid taxes; and
  6. Notify the violator(s) of a right to appeal the basis of the notice to the County Manager, provided the appeal is made within fifteen calendar days of receipt of the notice.
- (D) If the name or whereabouts of the owner, tenant, possessor, or occupant cannot after due diligence be discovered, the notice shall, in addition to the above, include the date, time, and location for a hearing before the County on the matter. The notice shall be considered properly and adequately served if a copy thereof is conspicuously posted on the property in question at least 10 days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the county at least once not later than one week prior to the hearing.
- (E) The owner, tenant, possessor, or occupant may appeal a notice to the County for decision. The owner may either rely on written materials or appear before the County for a hearing at which he shall be heard in person or by counsel and may present arguments and evidence pertaining to the matter. The only issues for appeal are:
1. whether the person is entitled to the notice, or
  2. whether the action or condition that serves as the basis of the notice is dangerous or prejudicial to public health or safety.
  3. The fact that an owner did not bring the manufactured home to the property or does not have a possessory interest in the condition creating the abandoned manufactured home is not a defense.
- (F) The County shall within fifteen days of the date of the hearing or the date of the written appeal if a hearing is not requested, issue an order either canceling the notice or directing the violator(s) to remove, abate, or remedy the identified manufactured home. The owner, tenant, possessor, or occupant may appeal decisions of the County to the Board of Commissioners... An appellant may further appeal the decision of the Board of Commissioners to the Superior Court as provided by law.
- (G) If an abandoned manufactured home is not removed, abated, or remedied during the time period provided by the initial notice, or within thirty days of a decision of the County, or judicial court from which an appeal has not been taken, then, pursuant to N.C.G.S. 153A-140 and subject to the provisions of Article 57 of Chapter 106 of the General Statutes, the county may enter the property and remove, abate, or remedy everything related to the abandoned manufactured home that is dangerous or prejudicial to the public health or safety. The expense of such action shall be paid by the violator(s), and shall, if not paid, be a lien upon the property or premises where the

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abandoned manufactured home was located and shall be collected as unpaid taxes.

- (H) Any person who removes an abandoned manufactured home pursuant to this article shall not be held liable for damages for the removal of the abandoned manufactured home to the owner, lienholder, or other person legally entitled to the possession of the abandoned manufactured home removed; however, any person who intentionally or negligently damages an abandoned manufactured home in the removal of such abandoned manufactured home, or intentionally or negligently inflicts injury upon any person in the removal of such abandoned manufactured home, may be held liable for damages.

**§ 53.103-53.199      RESERVED.**

### **ENFORCEMENT AND PENALTIES**

**§ 53.200      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, Beaufort County Planning & Inspections, 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) 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).

**§ 53.201      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. Recovery of Costs

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- 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. Enforcement personnel will determine actual charges. If contested, the Board will determine the amount of charges.
2. Civil Penalties
- a. The county may assess a civil penalty of \$100.00 for first offense violations of this article, \$200.00 for the second offense, and \$500.00 for each subsequent offense, which amount may be recovered by the county in a civil action in the nature of a debt. Each day in which the violation occurs or continues shall constitute a separate offense. No civil penalty shall be assessed prior to notice of violation by citation or letter.
3. Criminal penalties
- a. 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.

## Chapter 54: ABANDONED, JUNKED, AND NUISANCE VEHICLES

### Section

#### *General*

- 54.001 Title
- 54.002 Purpose
- 54.003 Authority
- 54.004 Jurisdiction
- 54.005 Liability
- 54.006 Choice of Law and Venue
- 54.007 Conflict with Other Ordinances or Laws
- 54.008 Severability
- 54.009—54.049 Reserved
- 54.050 Definitions
- 54.051—54.098 Reserved
- 54.099 Exceptions to Ordinance

#### *Regulated Activities*

- 54.100 Administration
- 54.101 Abandoned Motor Vehicles Unlawful; Removal Authorized
- 54.102 Nuisance Motor Vehicles Unlawful; Removal Authorized
- 54.103 Junked Motor Vehicles Regulated; Removal Authorized
- 54.104 Removal of Abandoned, Junked, or Nuisance Motor Vehicles
- 54.105 Conditions on Removal of Vehicles from Private Property
- 54.106 Pre-Towing Notice Requirements
- 54.107 Post-Towing Notice Requirements
- 54.108 Owner's Responsibility for Cost
- 54.109 Right to Probable Cause Hearing Before Sale or Final Disposition of Vehicle
- 54.110 Redemption of Vehicle During Proceedings
- 54.111 Unlawful Removal of Impounded Vehicle
- 54.112 Sale and Disposition of Unclaimed Vehicle
- 54.113-54.199 Reserved

#### *Enforcement and Penalties*

- 54.200 Enforcement
- 54.201 Penalties

## **General**

### **§ 54.001 TITLE.**

This chapter shall be known and may be cited as the "Abandoned, Junked, and Nuisance Vehicles Ordinance of Beaufort County, North Carolina."

### **§ 54.002 PURPOSE.**

The purpose of this chapter is to promote the public safety, health, and welfare of the citizens of Beaufort County through the regulation of abandoned, junked, and nuisance vehicles in the county.

### **§ 54.003 AUTHORITY.**

The County enacts this chapter pursuant to N.C.G.S 153A-132, N.C.G.S. 153A-132.2, and N.C.G.S. 153A-140.

### **§ 54.004 JURISDICTION.**

Pursuant to N.C.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.

### **§ 54.005 LIABILITY.**

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance or junked motor vehicle, for disposing of such vehicle as provided in this article.

### **§ 54.006 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.

### **§ 54.007 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 54.100 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.

**§ 54.008 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.

**§ 54.009—54.049 RESERVED.**

**§ 54.050 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:

Abandoned motor vehicle means one that: (from NCGS153A-132)

1. Is left on public grounds or county-owned property in violation of a law or ordinance prohibiting parking; or
2. Is left for longer than 24 hours on property owned or operated by the county; or
3. Is left for longer than two hours on private property without the consent of the owner, occupant, or lessee of the property; or
4. Is left for longer than seven days on public grounds.

Authorizing official means the County Manager, Sherriff, Health Director, or their agents.

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

Junked motor vehicle means an abandoned motor vehicle that: (from NCGS153A-132)

1. Is partially dismantled or wrecked; or
2. Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
3. Is more than five (5) years old and appears to be worth less than one hundred dollars (\$100.00); or
4. Does not display a current license plate.

Motor vehicle or vehicle means any machine designed or intended to travel via land, water, or air by self-propulsion or while attached to any self-propelled vehicle.

Nuisance motor vehicle means a vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance, and unlawful, including a vehicle found to be:

1. A breeding ground or harbor for mosquitoes, other insects, rats or other pests;
2. A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height;
3. A point of collection of pools or ponds of water;
4. A point of concentration of quantities of gasoline, oil or other flammable or explosive materials, as evidenced by odor;
5. One which has areas of confinement which cannot be operated from the inside, such as trunks, hoods, etc.;
6. So situated or located that there is a danger of it falling or turning over;
7. One which is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind;
8. One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass;
9. Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Board.

**§ 54.051—54.098      RESERVED.**

**§ 54.099            EXCEPTIONS TO ORDINANCE.**

(A) Nothing in this article shall apply to any vehicle which:

1. Is located in a bona fide “automobile graveyard” or “junkyard” as defined in N.C.G.S. 136-143; or
2. Is in an enclosed building; or
3. Is on the premise of a **business enterprise** being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise; or
4. Is used on a regular basis for business or personal use; or
5. Is in an appropriate storage place or depository maintained in a lawful place and manner by the County.

**Regulated Activities**

**§ 54.100            ADMINISTRATION**

- (A) Beaufort County Administration and Public Works, Beaufort County Sheriff’s Office, and Beaufort County Board of Health are jointly and mutually responsible for the administration and enforcement of this article.
- (B) The County may contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned, junked, and nuisance vehicles in compliance with this article and applicable state laws.
- (C) Nothing in this article shall be construed to limit the legal authority or powers of officers or the employees of the County or state in enforcing other laws or in otherwise carrying out their duties with regard to abandoned, junked, or nuisance motor vehicles.

**§ 54.101 ABANDONED MOTOR VEHICLES UNLAWFUL; REMOVAL AUTHORIZED.**

- (A) It shall be unlawful for the registered owner or person(s) entitled to possession of a vehicle to cause or allow a vehicle to be abandoned.
- (B) If a vehicle is abandoned pursuant to this article, the vehicle shall be removed as provided herein.

**§ 54.102 NUISANCE MOTOR VEHICLES UNLAWFUL; REMOVAL AUTHORIZED.**

- (A) It shall be unlawful for the registered owner or person(s) entitled to the possession of a vehicle, or for the owner, lessee, or occupant of the real property upon which a vehicle is located, to cause or allow the vehicle to be a nuisance motor vehicle.
- (B) If a vehicle is a nuisance motor vehicle pursuant to this article, the vehicle shall be removed herein.

**§ 54.103 JUNKED MOTOR VEHICLES REGULATED; REMOVAL AUTHORIZED.**

- (A) It shall be unlawful for the registered owner or person(s) entitled to the possession of a junked vehicle, or for the owner, lessee, or occupant of the real property upon which a junked vehicle is located to leave or allow such vehicle to remain in public view after the vehicle has been ordered to be removed.
- (B) It shall be unlawful for any owner, person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to fail to comply with the locational requirements or the concealment requirements of this section.
  - 1. One (1) junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public road and from abutting premises by an acceptable opaque covering or enclosure. The covering or enclosure must remain in good repair and continue to conceal the junked motor vehicle.
  - 2. Any other junked motor vehicle must be kept in a garage or building structure that provides a complete enclosure so the junked motor vehicles cannot be seen from a public road or abutting property.
- (C) Upon investigation, an authorizing official of the County may determine that a vehicle is a junked motor vehicle, whether it is adequately concealed, and order the vehicle removed.

**§ 54.104 REMOVAL OF ABANDONED, JUNKED, OR NUISANCE MOTOR VEHICLES.**

- (A) The County may remove to a storage garage or other area any abandoned or nuisance motor vehicle found to be in violation of this ordinance. A vehicle may not be removed from private property by officers or agents of the County, however, without the written request of the owner, lessee, or occupant of the premises unless the Board of Commissioners or a duly authorized County official or employee has declared the vehicle to be a health or safety hazard.
- (B) The County may order the removal of a junked motor vehicle as defined in this article, but no such vehicle shall be removed from private property without the written request of the owner, lessee, or occupant of the premises unless the Board of Commissioners or a duly-authorized County official or employee finds in writing that the benefits of removing the vehicle outweigh the burdens imposed on the private property owner.
- (C) Appropriate County officers and employees have a right, upon presentation of proper credentials, to enter on any property or premises within the County ordinance-making jurisdiction at any reasonable hour to determine if any vehicles are health or safety hazards. These premises shall not include any building actually occupied for a residence.

**§ 54.105            CONDITIONS ON REMOVAL OF VEHICLES FROM PRIVATE PROPERTY.**

- (A) As a general policy, the County will not remove a vehicle from private property if the owner, occupant or lessee of such property could have the vehicle removed under applicable state law procedures.
- (B) In no case will a vehicle be removed by the County from private property without a written request of the owner, occupant or lessee, except in those cases where a vehicle is a nuisance vehicle or is a junked motor vehicle which has been ordered removed by the authorizing official.
- (C) The County may require any person requesting the removal of an abandoned, nuisance or junked motor vehicle from private property to indemnify the County against any loss, expense or liability incurred because of the removal, storage or sale thereof.

**§ 54.106            PRE-TOWING NOTICE REQUIREMENTS.**

- (A) An abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and mailing addresses of the registered owner or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail. The person who mails the notice shall retain a written record to show the name and address to which mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the County on a specified date, no sooner than seven (7) days after the notice is affixed, unless the vehicle is moved by the owner or legal possessor prior to that time.

1. The requirement that notice is given prior to the removal of an abandoned, nuisance or junked motor vehicle may, as determined by the authorizing official, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Circumstances justifying the removal of vehicles without prior notice includes:
    - a. With respect to abandoned or nuisance vehicles left on County-owned property and on private property, such vehicles may be removed without giving prior notice only in those circumstances where the authorizing official finds a special need for prompt action to protect and maintain the public health, safety, and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such a location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.
    - b. Nothing in this section shall be construed to limit the right of owners, occupants, or lessees of private property to have abandoned motor vehicles towed from their premises by a private contract towing service.
- (B) If the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is abandoned, a nuisance vehicle or a junked motor vehicle such appeal shall be made in writing to the Board prior to the expiration of the notice period, heard at the next regularly scheduled meeting of the Board, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

**§ 54.107 POST-TOWING NOTICE REQUIREMENTS.**

**(A) Notice Requirements**

1. Any abandoned, nuisance or junked motor vehicle which has been ordered removed may, as directed by the County, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform such services for the County. Whenever such a vehicle is removed, the authorizing official shall immediately notify the last known registered owner of the vehicle by certified mail. Such notice to include the following:
  - a. The description of the removed vehicle;
  - b. The location where the vehicle is stored;
  - c. The violation with which the owner is charged;
  - d. The procedure the owner must follow to redeem the vehicle; and
  - e. The procedure the owner must follow to request a probable cause hearing on the removal.
2. Notice shall be given to the registered owner within seventy-two (72) hours from the removal of the vehicle.
3. Whenever an abandoned, nuisance or junked motor vehicle is removed, and such vehicle has no valid registration or registration plates, the authorizing official

shall make reasonable efforts, including checking the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsection (1) of this section.

**§ 54.108 OWNER'S RESPONSIBILITY FOR COST.**

If an abandoned, junked, or nuisance vehicle is removed by or at the direction of the County, the owner shall be liable for all costs incurred in the removal and storage of such vehicle plus administrative fees and fines.

**§ 54.109 RIGHT TO PROBABLE CAUSE HEARING BEFORE SALE OR FINAL DISPOSITION OF VEHICLE.**

- (A) After the removal of an abandoned, nuisance, or junked motor vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle.
- (B) A written request for a hearing must be filed within thirty (30) days with the County magistrate designated by the chief district court judge to receive such hearing requests. The magistrate will set the hearing within seventy-two (72) hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. 20-219.11.
- (C) The owner, the person who requested the hearing if someone other than the owner, the tower, and the person who authorized the towing shall be notified of the time and place of the hearing.
- (D) The owner, the tower, the person who authorized the towing, and any other interested parties may present evidence at the hearing.
- (E) The person authorizing the towing and the tower may submit an affidavit in lieu of appearing personally, but the affidavit does not preclude that person from also testifying.
- (F) The only issue at this hearing is whether or not probable cause existed for the towing.
  - 1. If the magistrate finds that probable cause did exist, the tower's lien and the owner's liability under Section 54.108 continues.
  - 2. If the magistrate finds that probable cause did not exist, the tower's lien is extinguished. Any aggrieved party may appeal the magistrate's decision to district court.

**§ 54.110 REDEMPTION OF VEHICLE DURING PROCEEDINGS.**

- (A) At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle.
- (B) Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this article.

**§ 54.111 UNLAWFUL REMOVAL OF IMPOUNDED VEHICLE.**

It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the County any vehicle which has been impounded pursuant to the provisions of this article, unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

**§ 54.112 SALE AND DISPOSITION OF UNCLAIMED VEHICLE.**

Any abandoned, nuisance, or junked motor vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. The disposition of such a vehicle shall be carried out in coordination with the County and in accordance with G.S. 44A, art. I (G.S. 44A-1 et seq.).

**§ 54.113-54.199 RESERVED.**

**Enforcement and Penalties**

**§ 54.200 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 Sheriff's Office, and the Beaufort County Health Department.
- (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) 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).

**§ 54.201 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. 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.
- 2. Civil Penalties
  - a. The County may assess a civil penalty of \$100.00 per vehicle for violations of this article, which amount may be recovered by the County in a civil action in the nature of a debt. Each day in which the violation occurs or continues shall constitute a separate offense. No civil penalty shall be assessed prior to notice of a violation by citation or letter.
- 3. Criminal penalties
  - a. 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.

## Chapter 55: ABANDONED AND DERELICT VESSELS

### Section

#### *General*

- 55.001 Title
- 55.002 Purpose
- 55.003 Authority
- 55.004 Jurisdiction
- 55.005 Liability
- 55.006 Choice of Law and Venue
- 55.007 Conflict with Other Ordinances or Laws
- 55.008 Severability
- 55.009—55.049 Reserved
- 55.050 Definitions
- 55.051—55.098 Reserved
- 55.099 Exceptions to Ordinance

#### *Regulated Activities*

- 55.100 Administration
- 55.101 Removal of Abandoned and Derelict Vessels
- 55.102 Notice of Removal and Recovery of Vessel
- 55.103 Appeal and Hearing Procedures
- 55.104-55.199 Reserved

#### *Enforcement and Penalties*

- 55.200 Enforcement
- 55.201 Penalties

## **General**

### **§ 55.001 TITLE.**

This chapter shall be known and may be cited as the "Abandoned and Derelict Vessels Ordinance of Beaufort County, North Carolina."

### **§ 55.002 PURPOSE.**

The purpose of this chapter is to promote the public safety, health, and welfare of the citizens of Beaufort County through the regulation of abandoned and derelict vessels in the county.

### **§ 55.003 AUTHORITY.**

The County enacts this chapter pursuant to N.C.G.S 153A-123, N.C.G.S. 153A-132.2, and N.C.G.S. 153A-140.

### **§ 55.004 JURISDICTION.**

Pursuant to N.C.G.S. 153A-122, this Ordinance shall apply to navigable water within the unincorporated jurisdiction of Beaufort County. In addition, the governing board of any municipality within Beaufort County may, by resolution, permit this Ordinance to apply to said municipality.

### **§ 55.005 LIABILITY.**

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned or derelict vessel, for disposing of such vessel as provided in this article.

### **§ 55.006 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.

### **§ 55.007 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 55.100 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.

**§ 55.008 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.

**§ 55.009—55.049 RESERVED.**

**§ 55.050 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:

Abandoned vessel means one that:

1. Is moored, anchored, or otherwise located for more than 30 consecutive days in any 180 consecutive-day period without the permission of the dock owner, marina owner, boat slip owner, or property owner of the riparian corridor in which the vessel is located; or
2. Is anchored or affixed for any period of time within seventy-five (75) feet of any other legally anchored vessel, any private mooring or private dock or marina without the permission of the dock owner, marina owner, boat slip owner, or property owner of the riparian corridor in which the vessel is located; or
3. Is slipping anchor and changing location due to inadequate ground tackle to hold the vessel at anchor; or
4. Is at anchor and lacks working anchor lights.

Authorizing official means the County Manager, Sherriff, Health Director, or their agents.

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

Derelict vessel means a vessel that:

1. Is in danger of sinking, has sunk, is resting on the bottom at high or low tide, or is located such that it is a hazard to navigation or creates an immediate danger to people, other vessels, docks or real property; or
2. Displays no evidence of current state, federal or foreign registration, or fails to present current registration and documentation of ownership when requested by a law enforcement officer, unless exempt pursuant to N.C.G.S. § 75A-7; or
3. Is used as living quarters but is not equipped with a holding tank that the owner can document is pumped out regularly; or

4. Is substantially dismantled, not able to be used for navigation, barnacle laden, or is otherwise in such a state of substantial disrepair to be a safety hazard to people or property.

Responsible Party means a person, organization, or legal entity that is identified by county or law enforcement officials as the party responsible for an Abandoned or Derelict Vessel.

**§ 55.051—55.098 RESERVED.**

**§ 55.099 EXCEPTIONS TO ORDINANCE.**

- (A) Shipwrecks, vessels, cargoes, tackle and other underwater archeological remains that have been in place for more than 10 years shall not be considered Abandoned or Derelict Vessels and shall not be removed under the provisions of this section without the approval of the North Carolina Department of Cultural Resources, which is the legal custodian of these properties pursuant to N.C.G.S. §§ 121-22 and 121-23.

**Regulated Activities**

**§ 55.100 ADMINISTRATION**

- (A) Beaufort County Administration and Public Works, Beaufort County Sheriff's Office, and Beaufort County Board of Health are jointly and mutually responsible for the administration and enforcement of this article.
- (B) The County may contract with private tow or recovery businesses to remove, store, and/or dispose of abandoned and derelict vessels in compliance with this article and applicable state laws.
- (C) Nothing in this article shall be construed to limit the legal authority or powers of officers or the employees of the County or state in enforcing other laws or in otherwise carrying out their duties with regard to abandoned, junked, or nuisance motor vehicles.

**§ 55.101 REMOVAL OF ABANDONED AND DERELICT VESSELS**

- (A) The county may remove and dispose of any Abandoned or Derelict Vessel found to be in violation of this chapter pursuant to N.C.G.S. § 153A-132(a).
- (B) The sheriff, other law enforcement agencies with jurisdiction in the area, or the public works department may act under this provision.
- (C) The sheriff or other enforcing official shall post a notice on the vessel clearly identifying it for removal and if the condition is not corrected within 10 days, the vessel shall be removed.

**§ 55.102 NOTICE OF REMOVAL AND RECOVERY OF VESSEL**

- (A) After removal of a vessel, the county shall give notice of removal to the responsible party or owner as soon as practicable, as similarly required by N.C.G.S. § 20-219.11(a) and (b), providing the description of the vessel, where it is being stored, the violation the owner or responsible party is being charged with, and the procedures and estimated costs that must be paid to have the vessel recovered.
- (B) The costs that must be paid to recover the vessel may include the full cost of the removal, towing, storage and any civil penalties herein.
- (C) An Abandoned or Derelict Vessel, including all cargo, tackle and equipment, seized pursuant to this article, that remains unclaimed 20 days after notice of removal is provided to the owner or responsible party, shall be deemed forfeited, as set forth in N.C.G.S. § 14-399(g), and the vessel may be destroyed, impounded or sold, with proceeds applied to the costs of removing Abandoned or Derelict Vessels.
- (D) The county, elected officials, the sheriff, any law enforcement officer, or any contractor or any employee or agent thereof, acting under this article to remove, tow, relocate, or impound a vessel from public waters pursuant to this ordinance shall be held harmless for all damages to the vessel resulting from such removal or relocation, unless the damage results from gross negligence or willful misconduct.

**§ 55.103 APPEAL AND HEARING PROCEDURES**

- (A) An appeal of an Abandoned or Derelict Vessel determination can be filed with the Beaufort County Solid Waste Enforcement Officer.
- (B) Such appeal shall be filed in writing within 10 days of notice being provided to the owner that the vessel has been identified as an Abandoned or Derelict Vessel that must be moved.
- (C) Upon filing of a written appeal request, a hearing date in front of the Board of Commissioners shall be scheduled.

**§ 55.104-55.199 RESERVED.**

**Enforcement and Penalties**

**§ 55.200 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 Sheriff's Office, and the Beaufort County Health Department.
- (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) 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).

**§ 55.201 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. 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 removal, towing, storage or other 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.
  - 2. Civil Penalties
    - a. The County may assess a civil penalty of \$100.00 per vessel for violations of this article, which amount may be recovered by the County in a civil action in the nature of a debt. Each day in which the violation occurs or continues shall constitute a separate offense. No civil penalty shall be assessed prior to notice of a violation by citation or letter.
  - 3. Criminal penalties
    - a. 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.

# **Addendum 5**

## **Reimbursement #5, Washington Elementary School**



**DISTRIBUTION REQUEST  
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**  
Date of Request: 2/19/26

DPI USE ONLY
Approved:
Date:

County: Beaufort  
Address: 121 W. 3rd St., Washington, NC 27889  
LEA: 070-Beaufort County  
Address: 321 Smaw Road, Washington, NC 27889

Contact Person: Brian Alligood or Anita Radcliffe  
Title: County Manager Finance Director  
Phone: 252-940-6158 or 252-946-0079  
Email: brian.alligood@beaufortcountync.gov

Project Title: Washington Elementary School (PK-3)  
Project Address: 947 Hudnell Street, Washington, NC 27889

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ _____	+	\$ _____	=	\$ _____
Other	\$ _____	+	\$ _____	=	\$ _____
<b>Total</b>	<b>\$ 42,000,000.00</b>	<b>+</b>	<b>\$ 10,000,000.00</b>	<b>=</b>	<b>\$ 52,000,000.00</b>

Design Firm: Hite Associates

Date of Design Contract: 7/8/23

Bid Date (  actual  estimated): 4/28/23

General Contractor: WIMCO

Date of Construction Contract: 11/26/23

Construction Start Date (  actual  estimated): Jan 2025

Completion Date (  actual  estimated): July 2026

Local Matching Fund Requirement:  1:1 |  1:3  or  ---- or ----  0% |  5% |  15% |  25% |  35%

Source(s) of matching funds: Local Matching Requirement 19.23%; Source of matching funds - Beaufort County General Fund Cash

Project Costs (as of date): <u>2/19/26</u>	State Grant		Local Match		Total
Planning / Design	\$ <u>1,798,761.23</u>	+	\$ <u>428,255.27</u>	=	\$ <u>2,227,016.50</u>
Construction	\$ <u>23,246,341.09</u>	+	\$ <u>5,534,568.99</u>	=	\$ <u>28,780,910.08</u>
Other	\$ <u>66,848.33</u>	+	\$ <u>15,915.48</u>	=	\$ <u>82,763.81</u>
<b>Total</b>	<b>\$ <u>25,111,950.65</u></b>	<b>+</b>	<b>\$ <u>5,978,739.74</u></b>	<b>=</b>	<b>\$ <u>31,090,690.39</u></b>

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ <u>1,798,761.23</u>	+	\$ <u>0.00</u>	=	\$ <u>1,798,761.23</u>
Construction	\$ <u>20,985,903.36</u>	+	\$ <u>2,260,437.73</u>	=	\$ <u>23,246,341.09</u>
Other	\$ <u>66,848.33</u>	+	\$ <u>0.00</u>	=	\$ <u>66,848.33</u>
<b>Total</b>	<b>\$ <u>22,851,512.92</u></b>	<b>+</b>	<b>\$ <u>2,260,437.73</u></b>	<b>=</b>	<b>\$ <u>25,111,950.65</u></b>

**Supporting Documentation:** *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

**Reporting Requirements**

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

(Signature - Chair, County Commissioners)

(Date)

(Signature - Chair, Board of Education)

(Date)

# Hite associates

ARCHITECTURE / PLANNING / TECHNOLOGY

## PAY APPLICATION TRANSMITTAL

February 16, 2026

TO: Beaufort County Board of Education

ATTN: Jamie Stokes, Director of Maintenance

FROM: Robert Edmondson

RE: **New Beaufort Pk-3 School**

---

Enclosed are Pay Applications approved by this office for:

<b>Contractor</b>	<b>Amount</b>
WIMCO CORP	\$2,798,610.53

**End of Transmittal**

## CONSTRUCTION ACCOUNTING SUMMARY

PROJECT: # 22344 New Beaufort PK-3 School  
BEAUFORT COUNTY

Type: Gross Sq. Foot New Area (Enclosed): 135,692  
Const. Class:  
Cap:

ContractDate: 11/26/2024 CompletionDate: Contract Executed:

### SINGLE PRIME GENERAL CONTRACT: WMCO CORP 2533 W 5TH STREET, WASHINGTON, NC 27889

Original Contract Sum:	\$43,120,100.00
CO No. G1	
CO No. G2	
CO No. G3	
CO No. G4	
CO No. G5	
CO No. G6	
CO No. G7	
CO No. G8	
CO No. G9	
Total Change Orders executed to Date:	\$0.00
Total Change Orders pending:	\$0.00
Current Contract Sum:	\$43,120,100.00
Total Payments Approved to Date:	\$28,780,910.08
Balance of Contract Sum:	\$14,339,189.92

Progress Payments Approved	Received	Reviewed	Sent
1	\$1,227,542.50	2/25/25 VIA EMAIL	2/26/2025
2	\$966,552.36	3/27/25 VIA EMAIL	3/27/2025
3	\$1,257,168.25	4/25/25 via email	4/28/2025
4	\$916,037.50	5/29/25 VIA EMAIL	5/30/2025
5	\$1,555,102.50	6/10/25 VIA EMAIL	6/11/2025
6	\$1,355,175.00	7/8/25 VIA EMAIL	7/10/2025
7	\$3,394,480.00	8/12/25 via email	8/13/2025
8	\$2,809,271.68	9/9/25 via email	9/10/2025
9	\$3,506,608.20	10/14/25 via email	10/15/2025
10	\$3,561,508.66	11/19/25 via email	11/19/2025
11	\$2,340,106.50	12/9/25 VIA EMAIL	12/9/2025
12	\$3,092,546.40	1/12/26 via email	1/13/2026
13	\$2,798,610.53	2/11/26 via email	2/11/2026
14			
15			
16			
17			
<b>TOTAL</b>	<b>\$28,780,910.08</b>		

### FURNITURE (SUBJECT TO BE ADDED)

Original Contract Sum:	
Co. No. M-1	
CO No. M-2	
CO No. M-3	
CO No. M-4	
CO No. M-5	
Total Change Orders executed to Date:	\$0.00
Total Change Orders Pending:	\$0.00
Current Contract Sum:	\$0.00
Total Payments Approved to Date:	\$0.00
Balance of Contract Sum:	\$0.00

Progress Payment Approved	Received	Reviewed	Sent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
FINAL			
<b>TOTAL</b>	<b>\$0.00</b>		

## CONTRACTS SUMMARY

Total Original Contracts:	\$43,120,100.00		
General to Date:	\$43,120,100.00	100.0%	
Furniture to Date:	\$0.00	0%	
Total Change Orders executed to Date:	\$0.00	0.0%	
Current Change Orders pending:	\$0.00		
<b>Total Current Contracts:</b>	<b>\$43,120,100.00</b>	<b>100.0%</b>	<b>\$317.78</b> Cost Per Sq. Ft.
Total Payments Approved to Date:	\$28,780,910.08	66.7%	
Balance of Contract Sum:	\$14,339,189.92	33.3%	

BeaufortCS - 22344 Beaufort PK-3

TO OWNER/CLIENT:

AR-Beaufort County Schools  
321 Simaw Road  
Washington, North Carolina 27889

PROJECT:

Washington Elementary School - Washington, NC  
947 Hudneff Street  
Washington, North Carolina 27889

INVOICE NO: 59213

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 3592

CONTRACT DATE: 11/26/2024

FROM CONTRACTOR:

WIMCO Corp  
PO Box 121 2533 West 5th Street  
Washington, North Carolina 27889

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: 3592 - Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

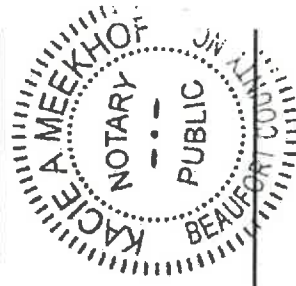
1.	Original Contract Sum		\$43,120,100.00
2.	Net change by allowance adjustment		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$43,120,100.00
4.	Total completed and stored to date (Column G on detail sheet)		\$29,518,882.04
5.	Retainage:		
	a. 2.50% of completed work	\$737,971.96	
	b. 0.00% of stored material	\$0.00	
	Total retainage		\$737,971.96
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$28,780,910.08
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$25,982,299.55
8.	Current payment due:		\$2,798,610.53
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$14,339,189.92

MATH & TAX CORRECT  
BMN Feb. 11, 2026

By: *Robert C. Park*

Date: 2/11/26

State of: *NORTH CAROLINA*  
County of: *Beaufort*  
Subscribed and sworn to before me this *11th* day of *February* 2026  
Notary Public: *Ramona Meekhof*  
My commission expires: *10/23/2024*



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: **RBE** \$2,798,610.53

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

*[Signature]*

Date: 2/16/26

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

ALLOWANCE ADJUSTMENT SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by allowance adjustment:	\$0.00	\$0.00

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

INVOICE NUMBER: 59213  
 APPLICATION DATE: 2/25/2026  
 PROJECT NO: 3592  
 PERIOD: 02/01/26 - 02/28/26

Use Column I on Contracts where variable retainage for line items apply.

Contract Lines

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
1	* GENERAL CONDITIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	SALES TAX	\$229,579.00	\$156,500.00	\$10,000.00	\$10,000.00	\$0.00	\$166,500.00	\$63,079.00	\$4,162.50
3	LABOR TAXES & INS	\$105,160.00	\$75,500.00	\$5,500.00	\$5,500.00	\$0.00	\$81,000.00	\$24,160.00	\$2,025.00
4	BUILDERS RISK INS	\$195,000.00	\$195,000.00	\$0.00	\$0.00	\$0.00	\$195,000.00	\$0.00	\$4,875.00
5	BOND	\$326,248.00	\$326,248.00	\$0.00	\$0.00	\$0.00	\$326,248.00	\$0.00	\$8,156.20
6	SUPERVISION	\$560,527.00	\$356,052.00	\$25,000.00	\$25,000.00	\$0.00	\$381,052.00	\$179,475.00	\$9,526.30
7	TEMP FACILITIES	\$174,691.00	\$119,500.00	\$7,500.00	\$7,500.00	\$0.00	\$127,000.00	\$47,691.00	\$3,175.00
8	CLEANUP	\$202,963.00	\$33,700.00	\$0.00	\$0.00	\$0.00	\$33,700.00	\$169,263.00	\$842.50
9	EQUIPMENT RENTAL	\$172,966.00	\$97,500.00	\$8,500.00	\$8,500.00	\$0.00	\$106,000.00	\$66,966.00	\$2,650.00
10	SAFETY	\$29,027.00	\$20,200.00	\$0.00	\$0.00	\$0.00	\$20,200.00	\$8,827.00	\$505.00
11	SURVEYING	\$62,200.00	\$43,400.00	\$0.00	\$0.00	\$0.00	\$43,400.00	\$18,800.00	\$1,095.00
12	ALLOW: CASH	\$1,599,243.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,599,243.00	\$0.00
13	ALLOW: MASS UNDERCUT	\$74,899.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,899.00	\$0.00
14	ALLOW: FOUNDATION UNDERCUT	\$26,791.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,791.00	\$0.00
15	* SITEWORK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	MOBILIZATION	\$150,876.00	\$150,876.00	\$0.00	\$0.00	\$0.00	\$150,876.00	\$0.00	\$3,771.90
17	DEMO	\$346,706.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$96,706.00	\$6,250.00
18	GRADING	\$2,293,194.00	\$2,193,500.00	\$0.00	\$0.00	\$0.00	\$2,193,500.00	\$99,694.00	\$54,637.50
19	EROSION CTL-MATERIAL	\$193,110.00	\$193,110.00	\$0.00	\$0.00	\$0.00	\$193,110.00	\$0.00	\$4,827.75
20	EROSION CTL-LABOR	\$88,475.00	\$88,475.00	\$0.00	\$0.00	\$0.00	\$88,475.00	\$0.00	\$2,211.87
21	WATERSEWER-MATERIAL	\$546,015.00	\$546,015.00	\$0.00	\$0.00	\$0.00	\$546,015.00	\$0.00	\$13,650.37
22	WATERSEWER-LABOR	\$329,005.00	\$329,005.00	\$0.00	\$0.00	\$0.00	\$329,005.00	\$0.00	\$8,225.12
23	STORM DRAIN-MATERIAL	\$972,975.00	\$972,975.00	\$0.00	\$0.00	\$0.00	\$972,975.00	\$0.00	\$24,324.37
24	STORM DRAIN-LABOR	\$466,275.00	\$466,275.00	\$0.00	\$0.00	\$0.00	\$466,275.00	\$0.00	\$11,656.87
25	ASPHALT-MATERIAL	\$689,596.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$689,596.00	\$0.00
26	ASPHALT-LABOR	\$295,541.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$295,541.00	\$0.00
27	SITE CONCRETE-MATERIAL	\$484,394.00	\$271,000.00	\$0.00	\$0.00	\$0.00	\$271,000.00	\$213,394.00	\$6,775.00
28	SITE CONCRETE-LABOR	\$164,739.00	\$88,500.00	\$0.00	\$0.00	\$0.00	\$88,500.00	\$76,239.00	\$2,212.50
29	FENCING-MATERIAL	\$189,908.00	\$115,000.00	\$5,000.00	\$5,000.00	\$0.00	\$120,000.00	\$69,908.00	\$3,000.00
30	FENCING-LABOR	\$81,388.00	\$52,000.00	\$0.00	\$0.00	\$0.00	\$57,000.00	\$24,388.00	\$1,425.00
31	LANDSCAPING-MATERIAL	\$182,366.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$16,500.00	\$165,866.00	\$412.50
32	LANDSCAPING-LABOR	\$78,156.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$73,656.00	\$12.50
33	* CONCRETE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
34	FOOTINGS	\$847,117.00	\$847,117.00	\$0.00	\$0.00	\$0.00	\$847,117.00	100.00%	\$0.00	\$21,177.92
35	SLAB ON GRADE	\$1,219,088.00	\$1,219,088.00	\$0.00	\$0.00	\$0.00	\$1,219,088.00	100.00%	\$0.00	\$30,477.20
36	SLAB ON DECK	\$252,006.00	\$214,250.00	\$37,756.00	\$37,756.00	\$0.00	\$252,006.00	100.00%	\$0.00	\$6,300.15
37	* MASONRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
38	BRICK-MATERIALS	\$794,946.00	\$675,750.00	\$15,000.00	\$15,000.00	\$0.00	\$690,750.00	86.89%	\$104,196.00	\$17,268.75
39	BRICK-LABOR	\$447,833.00	\$249,500.00	\$85,000.00	\$85,000.00	\$0.00	\$314,500.00	70.23%	\$133,333.00	\$7,862.50
40	BLOCK-MATERIALS	\$1,963,724.00	\$1,963,724.00	\$0.00	\$0.00	\$0.00	\$1,963,724.00	100.00%	\$0.00	\$49,093.10
41	BLOCK-LABOR	\$923,024.00	\$923,024.00	\$0.00	\$0.00	\$0.00	\$923,024.00	100.00%	\$0.00	\$23,075.60
42	* METALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
43	STEEL ERECTOR	\$1,019,071.00	\$968,750.00	\$50,321.00	\$50,321.00	\$0.00	\$1,019,071.00	100.00%	\$0.00	\$25,476.77
44	STRUCTURAL STEEL	\$2,324,016.00	\$2,780,000.00	\$144,016.00	\$144,016.00	\$0.00	\$2,924,016.00	100.00%	\$0.00	\$73,100.40
45	MISC. METALS	\$34,850.00	\$31,500.00	\$0.00	\$0.00	\$0.00	\$31,500.00	90.38%	\$3,350.00	\$787.50
46	* CARPENTRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
47	CARPENTRY-MATERIAL	\$63,989.00	\$20,000.00	\$12,000.00	\$12,000.00	\$0.00	\$32,000.00	50.01%	\$31,989.00	\$800.00
48	CARPENTRY-LABOR	\$27,423.00	\$9,000.00	\$4,500.00	\$4,500.00	\$0.00	\$13,500.00	49.23%	\$13,923.00	\$337.50
49	CASEWORK-MATERIAL	\$374,665.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$374,665.00	\$0.00
50	CASEWORK-LABOR	\$186,285.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$186,285.00	\$0.00
51	* THERMAL/MOISTURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
52	ROOFING-MATERIAL	\$2,106,281.00	\$1,373,500.00	\$205,000.00	\$205,000.00	\$0.00	\$1,578,500.00	74.94%	\$527,781.00	\$39,462.50
53	ROOFING-LABOR	\$925,548.00	\$511,500.00	\$20,000.00	\$20,000.00	\$0.00	\$531,500.00	57.43%	\$394,048.00	\$13,287.50
54	INSULATIONS-MATERIAL	\$142,780.00	\$100,000.00	\$21,500.00	\$21,500.00	\$0.00	\$121,500.00	85.10%	\$21,280.00	\$3,037.50
55	INSULATIONS-LABOR	\$61,190.00	\$43,000.00	\$6,500.00	\$6,500.00	\$0.00	\$49,500.00	80.90%	\$11,690.00	\$1,237.50
56	CAULKING-MATERIAL	\$64,557.00	\$38,500.00	\$0.00	\$0.00	\$0.00	\$38,500.00	59.64%	\$26,057.00	\$962.50
57	CAULKING-LABOR	\$24,809.00	\$14,200.00	\$0.00	\$0.00	\$0.00	\$14,200.00	57.24%	\$10,609.00	\$355.00
58	* OPENINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
59	DOORS/FRAMES HDWRE-MATERIAL	\$461,844.00	\$212,000.00	\$0.00	\$0.00	\$0.00	\$212,000.00	45.90%	\$249,844.00	\$5,300.00
60	DOORS/FRAMES HDWRE-LABOR	\$192,932.00	\$48,500.00	\$0.00	\$0.00	\$0.00	\$48,500.00	25.14%	\$144,432.00	\$1,212.50
61	STOREFRONT-MATERIAL	\$678,159.00	\$135,750.00	\$240,000.00	\$240,000.00	\$0.00	\$375,750.00	55.57%	\$300,409.00	\$9,393.75
62	STOREFRONT-LABOR	\$285,498.00	\$57,250.00	\$100,000.00	\$100,000.00	\$0.00	\$157,250.00	55.08%	\$128,248.00	\$3,931.25
63	OVERHEAD DOORS	\$35,294.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,294.00	\$0.00
64	* FINISHES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
65	GWB FRAMING/DRYWALL-MATERIALS	\$648,399.00	\$329,250.00	\$65,000.00	\$65,000.00	\$0.00	\$394,250.00	60.80%	\$254,149.00	\$9,856.25
66	GWB FRAMING/DRYWALL-LABOR	\$293,313.00	\$148,500.00	\$30,000.00	\$30,000.00	\$0.00	\$178,500.00	60.86%	\$114,813.00	\$4,462.50
67	HARD TILE-MATERIAL	\$146,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$146,446.00	\$0.00
68	HARD TILE-LABOR	\$67,047.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,047.00	\$0.00
69	TERRAZZO-MATERIAL	\$329,614.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$329,614.00	\$0.00
70	TERRAZZO-LABOR	\$134,119.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$134,119.00	\$0.00
71	ACOUSTICAL CEILING-MATERIAL	\$152,193.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	3.61%	\$146,693.00	\$137.50

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			FROM PREVIOUS APPLICATION (D + E)	% (G / C)					
72	ACOUSTICAL CEILING-LABOR	\$82,368.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$79,368.00	\$75.00
73	RESILIENT FLOORING-MATERIAL	\$207,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,984.00	\$0.00
74	RESILIENT FLOORING-LABOR	\$121,278.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121,278.00	\$0.00
75	PAINTS & COATINGS-MATERIAL	\$193,034.00	\$39,250.00	\$30,000.00	\$30,000.00	\$0.00	\$89,250.00	\$123,784.00	\$1,731.25
76	PAINTS & COATINGS-LABOR	\$84,157.00	\$17,000.00	\$12,500.00	\$12,500.00	\$0.00	\$29,500.00	\$54,657.00	\$737.50
77	SPECIALTY FLOORING	\$84,496.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,496.00	\$0.00
78	* SPECIALTIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79	VISUAL DISPLAY BD-MATERIAL	\$48,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,576.00	\$0.00
80	VISUAL DISPLAY BD-LABOR	\$20,389.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,389.00	\$0.00
81	TOILET PARTITIONS-MATERIAL	\$27,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,128.00	\$0.00
82	TOILET PARTITIONS-LABOR	\$13,769.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,769.00	\$0.00
83	FIRE EXTINGUISHERS	\$14,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,734.00	\$0.00
84	TOILET ACCESSORIES	\$33,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,504.00	\$0.00
85	LOCKERS	\$5,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,114.00	\$0.00
86	FOLDING PARTITIONS	\$92,522.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,522.00	\$0.00
87	FLAGPOLES	\$4,557.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,557.00	\$0.00
88	CANOPIES	\$454,092.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$454,092.00	\$0.00
89	ARCHITECTURAL LOUVERS	\$48,194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,194.00	\$0.00
90	*EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
91	KITCHEN EQUIPMENT	\$411,359.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$411,359.00	\$0.00
92	STAGE CURTAINS	\$17,858.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,858.00	\$0.00
93	PROJECTION SCREENS	\$9,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,400.00	\$0.00
94	SPORTS EQUIPMENT	\$21,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,590.00	\$0.00
95	* MECHANICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96	FIRE PROTECTION-MATERIAL	\$336,025.00	\$270,000.00	\$17,000.00	\$17,000.00	\$0.00	\$287,000.00	\$49,025.00	\$7,175.00
97	FIRE PROTECTION-LABOR	\$165,438.00	\$133,000.00	\$8,500.00	\$8,500.00	\$0.00	\$141,500.00	\$23,938.00	\$3,537.50
98	PLUMBING-MATERIAL	\$1,083,166.00	\$762,500.00	\$65,000.00	\$65,000.00	\$0.00	\$827,500.00	\$265,666.00	\$20,687.50
99	PLUMBING-LABOR	\$431,356.00	\$300,550.00	\$23,000.00	\$23,000.00	\$0.00	\$323,550.00	\$107,806.00	\$8,088.75
100	HVAC SYSTEM-MATERIAL	\$3,480,931.00	\$2,018,897.54	\$270,000.00	\$270,000.00	\$0.00	\$2,288,897.54	\$1,192,033.46	\$57,222.44
101	HVAC SYSTEM-LABOR	\$1,420,398.00	\$782,500.00	\$145,000.00	\$145,000.00	\$0.00	\$927,500.00	\$492,898.00	\$23,187.50
102	* ELECTRICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
103	ELECTRICAL-MATERIAL	\$3,564,959.00	\$1,957,650.00	\$360,000.00	\$360,000.00	\$0.00	\$2,317,650.00	\$1,247,309.00	\$57,941.25
104	ELECTRICAL-LABOR	\$1,493,553.00	\$822,050.00	\$155,000.00	\$155,000.00	\$0.00	\$977,050.00	\$516,503.00	\$24,426.25
		<b>TOTALS:</b>	<b>\$43,120,100.00</b>	<b>\$27,166,881.54</b>	<b>\$2,169,093.00</b>	<b>\$0.00</b>	<b>\$29,365,974.54</b>	<b>\$13,764,125.46</b>	<b>\$733,899.33</b>

Allowance Adjustment

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
106	PCCO#001								
105.1	PCCO#001								
105.1.1	777-000001.S Turnkey Privacy Fence Fence Demo	\$4,100.00	\$4,100.00	\$0.00	\$0.00	\$4,100.00	100.00%	\$0.00	\$102.50
105.1.2	777-000001.S Turnkey Privacy Fence Fence Install	\$54,848.00	\$54,848.00	\$0.00	\$0.00	\$54,848.00	100.00%	\$0.00	\$1,371.20
105.1.3	997-999900.O FEE.Other GC FEE (7.0)%	\$4,126.36	\$4,126.36	\$0.00	\$0.00	\$4,126.36	100.00%	\$0.00	\$103.16
105.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$946.12	\$946.12	\$0.00	\$0.00	\$946.12	100.00%	\$0.00	\$23.65
106	PCCO#004								
106.1	PCCO#004								
105.1.1	777-000004.S Septic Tank Removal Sitework	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$37.50
105.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$105.00	\$105.00	\$0.00	\$0.00	\$105.00	100.00%	\$0.00	\$2.62
105.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$24.08	\$24.08	\$0.00	\$0.00	\$24.08	100.00%	\$0.00	\$0.60
107	PCCO#006								
107.1	PCCO#006								
107.1.1	000-010047.A ALLOW. GEN. COND. Allowance PCCO #001 - Privacy Fence Replacement	\$(64,020.48)	\$(64,020.48)	\$0.00	\$0.00	\$(64,020.48)	100.00%	\$0.00	\$(1,600.51)
107.1.2	000-010047.A ALLOW. GEN. COND. Allowance PCCO #004 - Septic Tank Removal	\$(1,629.08)	\$(1,629.08)	\$0.00	\$0.00	\$(1,629.08)	100.00%	\$0.00	\$(40.72)
107.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
107.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
108	PCCO#002								
108.1	PCCO#002								
108.1.1	777-000002.S Bus Parking Access Gate per RFI #5 Pamlico Fence	\$6,492.00	\$6,492.00	\$0.00	\$0.00	\$6,492.00	100.00%	\$0.00	\$162.30
108.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$454.44	\$454.44	\$0.00	\$0.00	\$454.44	100.00%	\$0.00	\$11.36
108.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$104.20	\$104.20	\$0.00	\$0.00	\$104.20	100.00%	\$0.00	\$2.60
109	PCCO#005								
109.1	PCCO#005								
109.1.1	777-000005.S Add Door 608A at Storage 608 Doors & Hardware	\$2,310.08	\$2,310.08	\$0.00	\$0.00	\$2,310.08	100.00%	\$0.00	\$57.75
109.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$161.71	\$161.71	\$0.00	\$0.00	\$161.71	100.00%	\$0.00	\$4.04
109.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$37.08	\$37.08	\$0.00	\$0.00	\$37.08	100.00%	\$0.00	\$0.92

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G / C)			
110	PCCO#003									
110.1	PCO#003									
110.1.1	777-000003.S Maintenance Pole Relocation Guy wire relocation	\$6,372.94	\$6,372.94	\$0.00	\$0.00	\$0.00	\$6,372.94	100.00%	\$0.00	\$159.32
110.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$446.11	\$446.11	\$0.00	\$0.00	\$0.00	\$446.11	100.00%	\$0.00	\$11.15
110.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$102.29	\$102.29	\$0.00	\$0.00	\$0.00	\$102.29	100.00%	\$0.00	\$2.55
111	PCCO#009									
111.1	PCO#009									
111.1.1	777-000009.S Additional RPDA Additional Tree Removal	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100.00%	\$0.00	\$212.50
111.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$595.00	\$595.00	\$0.00	\$0.00	\$0.00	\$595.00	100.00%	\$0.00	\$14.87
111.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$136.43	\$136.43	\$0.00	\$0.00	\$0.00	\$136.43	100.00%	\$0.00	\$3.41
112	PCCO#010									
112.1	PCO#011									
112.1.1	000-010047.A ALLOW. GEN. COND..Allowance	\$7,050.64	\$7,050.64	\$0.00	\$0.00	\$0.00	\$7,050.64	100.00%	\$0.00	\$(176.26)
112.1.2	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
112.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
113	PCCO#011									
113.1	PCO#012									
113.1.1	000-010047.A ALLOW. GEN. COND..Allowance PCCO #003 - Guy Wire Relocation	\$6,921.34	\$6,921.34	\$0.00	\$0.00	\$0.00	\$6,921.34	100.00%	\$0.00	\$(173.03)
113.1.2	000-010047.A ALLOW. GEN. COND..Allowance PCCO #005 - Added Opening 608A	\$2,508.87	\$2,508.87	\$0.00	\$0.00	\$0.00	\$2,508.87	100.00%	\$0.00	\$(62.72)
113.1.3	000-010047.A ALLOW. GEN. COND..Allowance PCCO #009 - Additional Tree Removal	\$9,231.43	\$9,231.43	\$0.00	\$0.00	\$0.00	\$9,231.43	100.00%	\$0.00	\$(230.78)
113.1.4	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
113.1.5	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
114	PCCO#010									
114.1	PCO#010									
114.1.1	777-000010.S 600 Building Gym Repaint Repaint Existing 600 Gym	\$11,750.00	\$11,750.00	\$0.00	\$0.00	\$0.00	\$11,750.00	100.00%	\$0.00	\$293.75
114.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$822.50	\$822.50	\$0.00	\$0.00	\$0.00	\$822.50	100.00%	\$0.00	\$20.56
114.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$188.59	\$188.59	\$0.00	\$0.00	\$0.00	\$188.59	100.00%	\$0.00	\$4.71
115	PCCO#016									

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
115.1	PCO#017								
115.1.1	005-010047.A.ALLOW. GEN. COND..Allowance PCCO #010 - 600 Building - Gym Paint	\$ (12,761.09)	\$ (12,761.09)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (12,761.09)	\$ 0.00	\$ (319.02)
115.1.2	997-999900.O.FEE.Other GC FEE (0.0)%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
115.1.3	001-010624.G.SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
116	PCCO#016								
116.1	PCO#016								
116.1.1	777-000016.S.Access Controls & Security Dvngs Access Control Added scope	\$ 11,323.33	\$ 11,323.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,323.33	\$ 0.00	\$ 283.08
116.1.2	777-000016.S.Access Controls & Security Dvngs	\$ (4,781.42)	\$ (4,781.42)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (4,781.42)	\$ 0.00	\$ (119.53)
116.1.3	997-999900.O.FEE.Other GC FEE (7.0)%	\$ 457.93	\$ 457.93	\$ 0.00	\$ 0.00	\$ 0.00	\$ 457.93	\$ 0.00	\$ 11.45
116.1.4	001-010624.G.SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 105.00	\$ 105.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105.00	\$ 0.00	\$ 2.62
117	PCO#007								
117.1	PCO#007								
117.1.1	777-000007.S.Tile to Epoxy Swap Tile Credit	\$ (71,360.51)	\$ (71,360.51)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (71,360.51)	\$ 0.00	\$ (1,784.01)
117.1.2	777-000007.S.Tile to Epoxy Swap Epoxy Add	\$ 115,750.00	\$ 115,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 115,750.00	\$ 0.00	\$ 2,893.75
117.1.3	997-999900.O.FEE.Other GC FEE (7.0)%	\$ 3,107.26	\$ 3,107.26	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,107.26	\$ 0.00	\$ 77.68
117.1.4	001-010624.G.SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 712.45	\$ 712.45	\$ 0.00	\$ 0.00	\$ 0.00	\$ 712.45	\$ 0.00	\$ 17.81
118	PCCO#008								
118.1	PCO#008								
118.1.1	777-000008.S.Wall packs to soft lighting swap Electrical	\$ 6,193.00	\$ 6,193.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,193.00	\$ 0.00	\$ 154.82
118.1.2	997-999900.O.FEE.Other GC FEE (7.0)%	\$ 433.51	\$ 433.51	\$ 0.00	\$ 0.00	\$ 0.00	\$ 433.51	\$ 0.00	\$ 10.84
118.1.3	001-010624.G.SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 99.40	\$ 99.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.40	\$ 0.00	\$ 2.48
119	PCCO#014								
119.1	PCO#014								
119.1.1	777-000012.S.Expedited Schedule Costs Install-re-Installation of FA panel	\$ 8,083.00	\$ 8,083.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,083.00	\$ 0.00	\$ 202.07
119.1.2	997-999900.O.FEE.Other GC FEE (7.0)%	\$ 565.81	\$ 565.81	\$ 0.00	\$ 0.00	\$ 0.00	\$ 565.81	\$ 0.00	\$ 14.14
119.1.3	001-010624.G.SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 129.73	\$ 129.73	\$ 0.00	\$ 0.00	\$ 0.00	\$ 129.73	\$ 0.00	\$ 3.24
120	PCO#016								
120.1	PCO#016								

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
120.1.1	777-000013.S Added Gym Switches	\$2,575.00	\$2,575.00	\$0.00	\$0.00	\$0.00	\$2,575.00	\$0.00	\$64.37
120.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$180.25	\$180.25	\$0.00	\$0.00	\$0.00	\$180.25	\$0.00	\$4.50
120.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$41.33	\$41.33	\$0.00	\$0.00	\$0.00	\$41.33	\$0.00	\$1.03
<b>121</b>	<b>PCCO#019</b>								
<b>121.1</b>	<b>PCO#019</b>								
121.1.1	777-000018.S Expedited Steel Scope Steel Erector (T & M)	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$250.00
121.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$17.50
121.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$160.50	\$160.50	\$0.00	\$0.00	\$0.00	\$160.50	\$0.00	\$4.01
<b>122</b>	<b>PCCO#020</b>								
<b>122.1</b>	<b>PCO#022</b>								
122.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #07 - Tile to Epoxy Swap	\$(48,209.20)	\$(48,209.20)	\$0.00	\$0.00	\$0.00	\$(48,209.20)	\$0.00	\$(1,205.23)
122.1.2	000-010047.A ALLOW: GEN. COND..Allowance PCCO #08 - Wall Pack/Soft Light Swap	\$(6,725.91)	\$(6,725.91)	\$0.00	\$0.00	\$0.00	\$(6,725.91)	\$0.00	\$(168.15)
122.1.3	000-010047.A ALLOW: GEN. COND..Allowance PCCO #014 - Fire Alarm Panel Re-Installation Costs	\$(8,778.54)	\$(8,778.54)	\$0.00	\$0.00	\$0.00	\$(8,778.54)	\$0.00	\$(219.46)
122.1.4	000-010047.A ALLOW: GEN. COND..Allowance PCCO #015 - Added Switches in 600 Building	\$(2,796.58)	\$(2,796.58)	\$0.00	\$0.00	\$0.00	\$(2,796.58)	\$0.00	\$(69.91)
122.1.5	000-010047.A ALLOW: GEN. COND..Allowance PCCO #019 - Expedited Steel Scope	\$(10,860.50)	\$(10,860.50)	\$0.00	\$0.00	\$0.00	\$(10,860.50)	\$0.00	\$(271.51)
122.1.6	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
122.1.7	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>123</b>	<b>PCCO#021</b>								
<b>123.1</b>	<b>PCO#023</b>								
123.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #016 - Access Controls and Door Hardware Changes	\$(7,104.84)	\$(7,104.84)	\$0.00	\$0.00	\$0.00	\$(7,104.84)	\$0.00	\$(177.62)
123.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
123.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>124</b>	<b>PCCO#022</b>								
<b>124.1</b>	<b>PCO#018</b>								
124.1.1	777-000018.S Add Drinking Fountain at 301A Classroom Place Slab Back	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$62.50
124.1.2	777-000018.S Add Drinking Fountain at 301A Classroom Demo	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	\$0.00	\$95.00
124.1.3	777-000018.S Add Drinking Fountain at 301A Classroom Plumbing	\$11,613.71	\$11,613.71	\$0.00	\$0.00	\$0.00	\$11,613.71	\$0.00	\$290.34

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			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
124.1.4	777-00018.S Add Drinking Fountain at 301A Classroom Wood Blocking - Allowance	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$12.50
124.1.5	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$295.54	\$295.54	\$0.00	\$0.00	\$295.54	\$0.00	\$7.39
124.1.6	997-999900.O FEE.Other GC FEE (7.0)%	\$1,288.96	\$1,288.96	\$0.00	\$0.00	\$1,288.96	\$0.00	\$32.22
125	PCCO#023							
125.1	PCO#022							
125.1.1	777-00022.S Playground Equipment Deduct Playground equipment scope removal	\$(150,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$(150,000.00)	\$0.00
125.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$(10,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$(10,500.00)	\$0.00
125.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$(2,407.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$(2,407.50)	\$0.00
126	PCCO#024							
126.1	PCO#024							
126.1.1	777-00024.S Art Room & Maker Space Sinks P101- P106 Plumbing	\$3,648.06	\$3,648.06	\$0.00	\$0.00	\$3,648.06	\$0.00	\$91.20
126.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$255.36	\$255.36	\$0.00	\$0.00	\$255.36	\$0.00	\$6.38
126.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$58.55	\$58.55	\$0.00	\$0.00	\$58.55	\$0.00	\$1.46
127	PCCO#025							
127.1	PCO#025							
127.1.1	000-010047.A ALLOW. GEN. COND. Allowance PCCO #018 - Additional Drinking Fountains	\$(19,998.21)	\$(19,998.21)	\$0.00	\$0.00	\$(19,998.21)	\$0.00	\$(499.95)
127.1.2	000-010047.A ALLOW. GEN. COND. Allowance PCCO #024 - Art Room & Maker Space Sinks P101-P106 GC FEE (0.0)%	\$(3,961.97)	\$(3,961.97)	\$0.00	\$0.00	\$(3,961.97)	\$0.00	\$(99.05)
127.1.3	997-999900.O FEE.Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
127.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
128	PCCO#026							
128.1	PCO#027							
128.1.1	000-010047.A ALLOW. GEN. COND. Allowance PCCO #023 - Playground Equipment Deduct	\$162,907.50	\$162,907.50	\$0.00	\$0.00	\$162,907.50	\$0.00	\$4,072.69
128.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
128.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
129	PCCO#028							
129.1	PCO#030							
129.1.1	777-00028.S Acoustical Panels Music Room Acoustical Panels	\$14,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,272.00	\$0.00
129.1.2	997-999900.O FEE.Other	\$999.04	\$0.00	\$0.00	\$0.00	\$0.00	\$999.04	\$0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GC FEE (7.0)%								
129.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$229.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.07	\$0.00
<b>130</b>	<b>PCCO#032</b>								
<b>130.1</b>	<b>PCO#032</b>								
130.1.1	777-000029.S Electric Changing Table	\$12,203.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,203.72	\$0.00
130.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$195.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.87	\$0.00
130.1.3	997-999900.O FEE.Other GC FEE (7.0)%	\$854.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$854.26	\$0.00
<b>131</b>	<b>PCCO#034</b>								
<b>131.1</b>	<b>PCO#035</b>								
131.1.1	000-010047.A ALLOW: GEN. COND.,Allowance PCCO #028 - Acoustical Panels - Music Room	\$(15,500.11)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(15,500.11)	\$0.00
131.1.2	000-010047.A ALLOW: GEN. COND.,Allowance PCCO #032 - Electric Changing Table	\$(13,253.85)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(13,253.85)	\$0.00
131.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
131.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTALS:</b>	<b>\$0.00</b>	<b>\$162,907.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$162,907.60</b>	<b>\$(162,907.60)</b>	<b>\$4,072.63</b>

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTALS:</b>	<b>\$43,120,100.00</b>	<b>\$27,349,789.04</b>	<b>\$2,169,093.00</b>	<b>\$0.00</b>	<b>\$29,519,882.04</b>	<b>\$(13,501,217.96)</b>	<b>\$737,971.96</b>	



# Document G706<sup>®</sup>A – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> 3592 - Beaufort County PK-3 Elementary School - Washington, NC 947 Hudnell Street Washington, NC 27889	<b>ARCHITECT'S PROJECT NUMBER:</b> Hite Associates, PC	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i>  Beaufort County Schools Board of Education 321 Smaw Road Washington, NC 27889	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
	<b>CONTRACT DATED:</b> November 26, 2024	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** North Carolina  
**COUNTY OF:** Beaufort

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

This partial release of liens certifies payment to WIMCO Corp in the amount of \$28,780,910.08 of which \$2,798,610.53 is currently due, as well as \$3,092,546.40 due from invoice #59212.

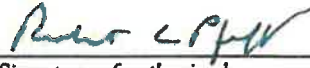
### SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

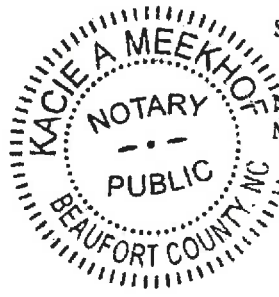
### CONTRACTOR: *(Name and address)*


WIMCO Corp  
PO Box 121  
Washington, NC 27889

BY:

  
*(Signature of authorized representative)*  
Robert C. Pfeiffer, VP of Risk  
Management  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 2/11/26



Notary Public:   
My Commission Expires: 10/28/2029

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User Notes:

(3B9ADA57)

**CONSENT OF SURETY  
TO REDUCTION IN OR  
PARTIAL RELEASE OF RETAINAGE**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707 A

Bond No. 108192335

PROJECT: New Beaufort PK-3 School, Project No. 22344  
(name, address)

TO (Owner)

Beaufort County Schools Board of Education  
321 Smaw Road  
Washington, NC 27889

ARCHITECT'S PROJECT NO:

CONTRACT FOR: General Construction

CONTRACT DATE: November 26, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond.)

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

WIMCO Corp.  
2533 West 5th Street, Washington, NC 27889

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Retainage is hereby reduced to Two and One-Half Percent (2 1/2%)

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety  
of any of its obligations to (here insert the name and address of Owner)

Beaufort County Schools Board of Education  
321 Smaw Road, Washington, NC 27889

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this

10th day of February, 2026



Travelers Casualty and Surety Company of America  
Surety

By: Wendy E Lahm  
Signature of Authorized Representative

Wendy E Lahm, Attorney-in-Fact  
Title Surety Phone No. 860-277-0111

Attest: H. Thomas Dawkins  
(Seal): H. Thomas Dawkins

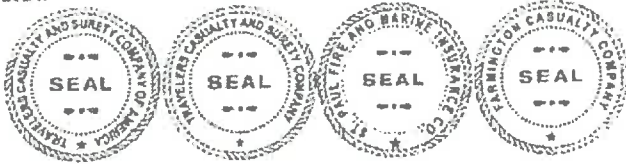


**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Wendy E Lahm of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By:   
 Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this February 10, 2026



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Company Name: **WIMCO Corp**

Project: 3592 - Beaufort County PK-3

Location: Washington, NC

Period: 1.13.26-2.09.26

**Certified Sales Tax Report**

Paid to (Vendor/Organization)	Invoice #	County Name	Taxable \$	STATE Tax	COUNTY Tax	INVOICE Total
Lowe's	130606416	Beaufort	85.08	4.04	1.70	90.82
P&D Architectural Precast Inc.	11363	Beaufort	24,555.33	1,166.38	491.11	26,212.81
P&D Architectural Precast Inc.	11362	Beaufort	4,339.00	206.10	86.78	4,631.88
SRM Concrete	1200066076	Beaufort	440.00	20.90	8.80	469.70
EastWest Products, LLC	2410093-00	Beaufort	890.75	42.31	17.82	950.88
SRM Concrete	1200066077	Beaufort	9,165.50	435.36	183.31	9,784.17
SRM Concrete	1200066376	Beaufort	440.00	20.90	8.80	469.70
SRM Concrete	1200066377	Beaufort	6,688.00	317.68	133.76	7,139.44
			0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
<b>TOTAL</b>			<b>46,603.66</b>	<b>2,213.67</b>	<b>932.07</b>	<b>49,749.41</b>

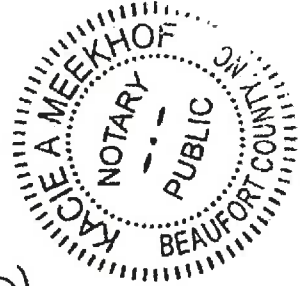
I, Robert C. Pfeiffer, VP of Risk Management, certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used on the performance of this contract. No tax on purchases or rental of tools and or equipment is included in the above list. All of the materials above became a part of or is annexed to the building or structure being erected, altered, or repaired.

*Robert C Pfeiffer*

Sworn to and subscribed before me this 11th day of February, 2026.

Notary Public: Kacie A Meekhof

My commission expires: 10/23/2029



STATE OF NORTH CAROLINA  
 COUNTY SALES AND USE TAX REPORT  
 SUMMARY TOTALS AND CERTIFICATION

SUBCONTRACTOR: GlassTech

PROJECT: Beaufort County PK-3 Elementary School

FOR PERIOD: 1/31/2026

SUBCONTRACTOR(S)*	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR STATE OF:	TOTAL ALL COUNTIES And STATE
	Pitt	Beaufort	NC		
COUNTY TOTAL	\$233.99	\$344.46		\$1,324.96	\$1,903.41

\* Attach subcontractor(s) report(s)

\*\*Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the 14 day of January, 2025 2024

[Signature]  
 Notary Public

My Commission Expires: 12-Jul-30

[Signature]  
 Signed

Charles W. Hughes, III  
 Print or Type Name Above

NOTE:  
 This certified statement may be subject to audit.





# STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

Company: Baker Mechanical, Inc.  
 Project Name: BEAUFORT K-3 ES

For Sales Taxes submitted From: 12/20/25 TO 01/20/26  
 Payment Application Number: \_\_\_\_\_

DATE	SUBCONTRACTOR / SUPPLIER/VENDOR	COUNTY	INVOICE NUMBER	INVOICE AMOUNT BEFORE TAX	NC Tax	COUNTY TAX	TOTAL TAX	INVOICE TOTAL
12/4/2025	HUBBARD	WILSON	54081020.001	\$141.80	\$6.74	\$2.84	\$9.58	\$151.38
12/3/2025	HUBBARD	WILSON	54076880.002	\$376.89	\$17.90	\$7.54	\$25.44	\$402.33
12/9/2025	HUBBARD	WILSON	54083095.001	\$131.34	\$6.24	\$2.63	\$8.87	\$140.21
12/17/2025	WILKINSON	WILSON	4547877	\$6,571.74	\$312.16	\$131.43	\$443.59	\$7,015.33
12/17/2025	WILKINSON	WILSON	4537363.1	\$4,000.00	\$190.00	\$80.00	\$270.00	\$4,270.00
12/30/2025	FERGUSON	WILSON	6656116	\$33.55	\$1.59	\$0.67	\$2.26	\$35.81
1/2/2026	REECE	DURHAM	5122448014.002	\$55.74	\$2.65	\$1.53	\$4.18	\$59.92
1/2/2026	REECE	WILSON	5122448014.001	\$358.03	\$17.01	\$7.16	\$24.17	\$382.20
1/2/2026	REECE	DURHAM	5122442653.001	\$473.87	\$22.51	\$13.03	\$35.54	\$509.41
12/3/2025	HUBBARD	WILSON	54079453.001	\$684.32	\$32.51	\$13.69	\$46.20	\$730.52
12/1/2025	WILKINSON	WILSON	4550726	\$618.51	\$29.38	\$12.37	\$41.75	\$660.26
12/3/2025	WILKINSON	WILSON	4550726-1	\$121.88	\$5.79	\$2.44	\$8.23	\$130.11
12/9/2025	WILKINSON	WILSON	4552739	\$147.88	\$7.02	\$2.96	\$9.98	\$157.86
				\$13,715.55	\$651.50	\$278.29	\$929.79	\$14,645.34

I CERTIFY THAT THE ABOVE LISTED VENDORS WERE PAID SALES TAX UPON PURCHASES OF BUILDING MATERIALS DURING THE PERIOD COVERED BY THE CONSTRUCTION ESTIMATE AND THE PROPERTY UPON WHICH SUCH TAXES WERE PAID WAS OR WILL BE USED IN THE PERFORMANCE OF THE CONTRACT. NO TAX ON PURCHASE OR RENTALS OF TOOLS AND/OR EQUIPMENT IS INCLUDED IN THE ABOVE LIST. ALL OF THE MATERIALS ABOVE BECAME A PART OR IS ANNEXED TO THE BUILDING OR STRUCTURE BEING ERRECTED, ALTERED, OR REPAIRED.

SWORN AND SUBSCRIBED BEFORE ME THIS 20th DAY OF January, 2026  
 NOTARY PUBLIC Rebecca S. Hozoko  
 MY COMMISSIO 04/13/2030

*[Handwritten Signature]*  
 \_\_\_\_\_







ATTACHMENT I SUMMARY

State of North Carolina  
County Sales and Use Tax Report  
Summary Totals & Certification

Contractor/Subcontractor:  
Project:

For Period:

	Total for County of:	Total for County of:	Total for County of:	Total for County of:	Total for County of:	Total for County of:	Total for all Counties**	Total for State**
Contractor	Beaufort	Lenoir						
Subcontractor(s)*	Winn CO.	Winn CO						
County Total	Blizzard wall	Blizzard wall						
	1,387.93	35.48						

\* Attach subcontractor(s) report(s)  
\*\* Must balance with Detail Sheets)

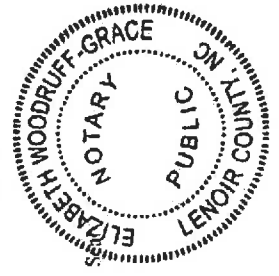
I certify that the above figures do not include any tax on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct and complete.

Sworn to and subscribed before me.

This the 14 day of January 2020  
Elizabeth Woodruff-Grace  
Notary Public

Sandi Blizard  
Signed

My Commission Expires: 10/20/20



Print or Type Name of Above  
Sandi Blizard

Note:  
This certified statement may be subject to audit.

**Contractors Sales Tax Report  
NC State & Local Taxes Paid  
Washington PK3 School**

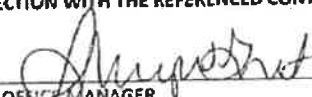
**Contractor** Coastline Elec. Const .Inc.  
**Address** 1838 Progress Rd, Greenville NC 27834  
**Pay Request#:** 10  
**Dates:** 01/01/2026-1/31/2026  
**CEC Project#:** 18933

Date	Vendor	City & State	Invoice Number	Invoice Amount	NC 4.75% State Tax	County	County
1/14/2026	Capital Electric	Greenville, NC	S061003620.001	\$1,201.60	\$57.08	\$27.04	Pitt
1/14/2026	Capital Electric	Greenville, NC	S061006005.001	\$1,726.26	\$82.00	\$38.84	Pitt
1/8/2026	Capital Electric	Greenville, NC	S060951935.001	\$452.39	\$21.49	\$10.18	Pitt
12/30/2025	Capital Electric	Greenville, NC	S060880925.001	\$366.74	\$17.42	\$8.25	Pitt
1/12/2026	Capital Electric	Greenville, NC	S060963793.001	\$2,090.83	\$99.31	\$41.82	Beaufort
1/12/2026	Capital Electric	Greenville, NC	S060963793.002	\$ 15.13	\$ 0.72	\$0.30	Beaufort
1/12/2026	Capital Electric	Greenville, NC	S060981220.001	\$ 1,489.19	70.74	\$33.51	Pitt
1/13/2026	Capital Electric	Greenville, NC	S060981220.004	\$ 160.25	7.61	\$3.61	Pitt
1/13/2026	Capital Electric	Greenville, NC	S060981220.002	\$ 1,601.40	76.07	\$36.03	Pitt
1/13/2026	Capital Electric	Greenville, NC	S060981220.006	\$ 62.75	2.98	\$1.41	Pitt
1/7/2026	Capital Electric	Greenville, NC	S060908686.001	\$ 2,836.54	134.74	\$56.73	Beaufort
1/7/2026	Capital Electric	Greenville, NC	S060908686.002	\$ 42.30	2.01	\$0.85	Beaufort
1/7/2026	Capital Electric	Greenville, NC	S060908686.003	\$ 514.05	24.42	\$10.28	Beaufort
1/12/2026	Capital Electric	Greenville, NC	S060908686.005	\$ 61.08	2.90	\$1.22	Beaufort
1/13/2026	Capital Electric	Greenville, NC	S060908686.006	\$ 154.72	7.35	\$3.09	Beaufort
12/12/2025	Capital Electric	Greenville, NC	S060549312.028	\$ 9,742.59	462.77	\$194.85	Beaufort
12/17/2025	Capital Electric	Greenville, NC	S060549312.030	\$ 969.03	46.03	\$19.38	Beaufort
12/19/2025	Capital Electric	Greenville, NC	S060549312.032	\$ 5,537.33	263.02	\$110.75	Beaufort
12/23/2025	Capital Electric	Greenville, NC	S060549312.034	\$ 492.28	23.38	\$9.85	Beaufort
12/18/2025	Capital Electric	Greenville, NC	S060821383.001	\$ 85.58	4.07	\$1.93	Pitt
12/17/2025	Capital Electric	Greenville, NC	S060797915.001	\$ 134.80	6.40	\$3.03	Pitt
12/22/2025	Capital Electric	Greenville, NC	S060810725.001	\$ 2,382.00	113.15	\$47.64	Beaufort
12/22/2025	Capital Electric	Greenville, NC	S060810725.003	\$ 18.92	0.90	\$0.38	Beaufort
12/1/2025	Capital Electric	Greenville, NC	S060477971.002	\$ 22.20	1.05	\$0.50	Pitt
1/13/2026	COR Supply	Greenville, NC	10-8549-1	\$ 323.90	15.39	\$7.29	Pitt
1/15/2026	Capital Electric	Greenville, NC	S060981220.007	\$ 80.12	3.81	\$1.80	Pitt
1/15/2026	Capital Electric	Greenville, NC	S061003620.002	\$ 342.76	16.28	\$7.71	Pitt
12/29/2025	City Electric	Greenville, NC	WAS/119115	\$ 37.77	1.79	\$0.76	Beaufort
12/17/2025	Rigby	Rocky Mount, NC	91738-00	\$ 5,419.00	257.40	\$121.93	Pitt
1/15/2026	Rigby	Rocky Mount, NC	92192-00	\$ 1,200.00	57.00	\$27.00	Pitt
1/6/2026	Rigby	Rocky Mount, NC	92044-00	\$ 1,900.00	90.25	\$42.75	Pitt
11/26/2025	Rigby	Rocky Mount, NC	91492-00	6780.00	322.05	\$135.60	Pitt
12/17/2025	Rigby	Rocky Mount, NC	92192-00	1200.00	57.00	\$24.00	
<b>TOTALS</b>				<b>49443.49</b>	<b>2348.57</b>	<b>1030.29</b>	

I CERTIFY THAT THE FOREGOING STATEMENT OF APPLICABLE SALES TAXES PAID IN CONNECTION WITH THE REFERENCED CONTRACT IS TRUE

TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE  
TITLE

  
OFFICE MANAGER

# **Addendum 6**

## **Reclassification: Accounts Payable to Accounts Specialist**

## ACCOUNTS PAYABLE SPECIALIST

### General Statement of Duties

Performs technical and specialized paraprofessional accounting tasks primarily in support of the accounts payable function.

### Distinguishing Features of the Class

An employee in this class performs a variety of accounting technical tasks in support of the accounts payable functions in the County Finance office. Work includes preparing and processing accounts payable invoices and check requests; verifying appropriate account codes, vendor numbers, and signature approval; scanning and entering expenditure data into software system; preparing and processing payments; printing and mailing checks; reconciling bank statements; answering vendor questions and resolving issues; processing requisitions and purchase orders; modifying and voiding checks and invoices; processing travel authorizations; processing 1099's; generating spreadsheets and developing reports; verifying and maintaining financial records, files and reports. Judgment and initiative are required in the performance of duties. Work is performed under regular supervision and is evaluated through conferences, accuracy and completeness of records and reports, timeliness of work, and by independent audit of the financial records.

### Duties and Responsibilities

#### Essential Duties and Tasks

Reviews and verifies invoices submitted by departments for appropriate account codes, expenditure data and signature approval; matches purchase orders to invoices; reviews supporting documentation; modifies and void invoices and checks in software system.

Scans and enters expenditure data and invoices to be paid into software system; proofs accounts payable batches before payment; generates vendor checks, check requests, and other checks on a scheduled or special basis as needed; prints and mails checks; reconciles accounts payable in software system; maintains files of invoices.

Reviews bank transactions daily for drafts; enters and posts bank transactions in software and general ledger; documents bank drafts and transactions on spreadsheets.

Reconciles vendor statements including cellular, gas, etc.; distributes to departments for payment approval.

Receives, documents, and processes travel authorizations for accuracy and compliance with travel policy and budgetary allotments.

Responds to staff and vendor inquiries and concerns; communicates with vendors regarding invoices and checks; reconciles vendor statements; investigates and resolves inquiries and discrepancies.

Maintains a variety of accounts payable files and records; manages records and receipts for credit card purchases.

Processes annual 1099's; orders checks and supplies for checks as needed.

Retrieves information for auditors or as needed to answer questions.

Serves as back up to other Finance staff as needed; cross trains staff on accounts payable functions and procedures.

#### Additional Job Duties

Performs related duties as required.

### Recruitment and Selection Guidelines

#### Knowledge, Skills, and Abilities

Considerable knowledge of paraprofessional governmental accounting principles and practices and fiscal reporting.

Considerable knowledge of accounting systems, policies, and procedures.

Knowledge of standard operating practices involved in modern office operation and public service.

Knowledge of the application of information technology to fiscal, accounting, and administrative work including database and spreadsheet development.

Skill in public contact, internal and external customer service and collaborative conflict resolution.

Ability to understand and apply policies to the maintenance of financial records and reports.

Ability to verify accounting and other financial documents and forms for accuracy and completeness.

Ability to develop and maintain effective working relationships with vendors, supervisor, other employees, and the general public.

Ability to organize work for efficient processing, set and follow effective work priorities, and meet established deadlines.

Ability to enter data and process information with the speed and accuracy required.

Ability to solve problems and analyze data.

Ability to communicate effectively in oral and written forms.

Accuracy in the entry and proofing of data.

Ability to maintain accurate records and documents.

#### Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, reaching, grasping, talking, hearing, and repetitive motions.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently or constantly to move objects.

Must possess the visual acuity to prepare data and figures, perform visual inspections, work with accounting related tasks, operate a computer, do extensive research and reading.

#### Desirable Education and Experience

Graduation from a two-year college with a degree in accounting or business and considerable experience in paraprofessional accounting work, preferably in a municipal or county finance office; or an equivalent combination of education and experience.

## ACCOUNTING SPECIALIST

### General Statement of Duties

Performs responsible professional tasks in the accounting functions for the County with a focus on tax reconciliation and bank account monitoring.

### Distinguishing Features of the Class

An employee in this class performs a variety of advanced and specialized accounting technical tasks in support of the finance operation of the County. Work involves reconciling tax distributions for the various tax, fire, and EMS districts; monitoring financial transactions; generating accounts payable requests to municipalities and volunteer fire departments; calculating and completing journal entries; maintaining general ledger activities and chart of accounts; setting up new vendors in the software program; troubleshooting accounting software issues; serving as backup to payroll; assisting with the annual audit process; preparing financial reports; and working on special projects. Work is characterized by the use of spreadsheets and financial reporting programs to monitor financial records, conduct financial analysis, make journal entries, and data analysis. Work requires paraprofessional accounting knowledge, fiscal technology and financial software knowledge, and the ability to apply standard accounting practices. Work is performed under the general supervision of the Deputy Finance Director and is evaluated through conferences, accuracy and completeness of records and reports, and by independent audit of financial records.

### Duties and Responsibilities

#### Essential Duties and Tasks

Prepares monthly tax reconciliations of the various tax systems to the bank; determines estimated tax distribution amounts for multiple fire departments and EMS districts; generates monthly accounts payable requests; maintains tax turnover summary and DMW tax collection spreadsheet records; calculates tax, penalty, and interest distributions; calculates, compiles and enters journal entries to record revenue in the financial software program.

Reviews and maintains general ledger activities; prepares and posts journal entries; keys in budget adjustment entries; reviews and analyzes financial statements and fiscal procedures; reconciles and balances major funds, assists with budget analysis and development; completes month end and year end closing processes in financial software; enters new fiscal year budget in financial software.

Maintains chart of accounts in financial software; determines fund, department, and account number structure; modifies and updates tax tables and payroll deduction codes; allocates codes in general ledger and payroll system for proper cost allocation; sets up new vendors; and performs W-9 processing.

Monitors activities of assigned bank accounts daily; maintains spreadsheet to monitor cash balances; maintains user security for bank accounts; resolves discrepancies related to bank deposits; processes returned checks and deposits including posting journal entries.

Prepares a variety of financial reports related to accounts, funds, debt service, and budget status issues; performs research and analysis of trends and other issues; uses various report writing and spreadsheet applications to analyze data.

Researches and troubleshoots accounting software issues; provides instruction and training to staff on accounting software system and general ledger.

Assist in activities of the annual audit; completes spreadsheets and schedules; journal

entries; retrieves requested information for auditors; assists auditors with questions.

Serves as back up for payroll, for completing State and Federal reports, and for accounts payable for the department.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

Considerable knowledge of governmental accounting practices and procedures and of accounting systems, policies, and procedures.

Working knowledge of laws, rules, regulations, policies and practices to follow in the accounting function.

Considerable knowledge of computer operations and applications related to accounting and financial analysis and reporting.

Considerable knowledge of the use of spreadsheets for maintaining fiscal records and analyses.

Ability to understand, interpret, and apply policies to the maintenance of a variety of financial records and reports.

Ability to analyze and interpret financial data and perform trend analysis.

Ability to use a calculator and computer software and applications for the maintenance of accounting and other fiscal records.

Ability to make arithmetic computations accurately and with reasonable speed.

Ability to maintain accurate records and prepare a variety of reports.

Ability to verify accounting and other financial documents and forms for accuracy and completeness.

Ability to establish and maintain effective working relationships with department heads, vendors, employees, and the general public.

Ability to communicate effectively in oral and written forms.

Physical Requirements

Must be able to physically perform the basic life operational functions of reaching, pushing, pulling, stooping, fingering, grasping, feeling, hearing, talking, and repetitive motions.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to move objects.

Must possess the visual acuity to prepare data and statistics, work with accounting processes, handle proofing tasks, do extensive reading, and operate a computer terminal.

Desirable Education and Experience

Graduation from an accredited college or university with a Bachelor's degree in accounting or business and some experience in a fiscal operation involving accounting work; or an equivalent combination of education and experience.

Special Requirement

Ability to obtain a valid North Carolina driver's license.

Ability to be bonded in the State of North Carolina.

## ACCOUNTING SPECIALIST

### General Statement of Duties

Performs responsible professional tasks in the accounting functions for the County with a focus on tax reconciliation and bank account monitoring.

### Distinguishing Features of the Class

An employee in this class performs a variety of advanced and specialized accounting technical tasks in support of the finance operation of the County. Work involves reconciling tax distributions for the various tax, fire, and EMS districts; monitoring financial transactions; generating accounts payable requests to municipalities and volunteer fire departments; calculating and completing journal entries; maintaining general ledger activities and chart of accounts; setting up new vendors in the software program; troubleshooting accounting software issues; serving as backup to payroll; assisting with the annual audit process; preparing financial reports; and working on special projects. Work is characterized by the use of spreadsheets and financial reporting programs to monitor financial records, conduct financial analysis, make journal entries, and data analysis. Work also includes preparing and processing accounts payable invoices and check requests; verifying appropriate account codes, vendor numbers, and signature approval; scanning and entering expenditure data into software system; preparing and processing payments; printing and mailing checks; reconciling bank statements; answering vendor questions and resolving issues; processing requisitions and purchase orders; modifying and voiding checks and invoices; processing travel authorizations; processing 1099's; generating spreadsheets and developing reports; verifying and maintaining financial records, files and reports. Work requires paraprofessional accounting knowledge, fiscal technology and financial software knowledge, and the ability to apply standard accounting practices. Work is performed under the general supervision of the Deputy Finance Director and is evaluated through conferences, accuracy and completeness of records and reports, and by independent audit of financial records.

### Duties and Responsibilities

#### Essential Duties and Tasks

Prepares monthly tax reconciliations of the various tax systems; determines estimated tax distribution amounts for multiple fire departments and EMS districts; generates monthly accounts payable requests; maintains tax turnover summary and DMW tax collection spreadsheet records; calculates tax, penalty, and interest distributions; calculates, compiles and enters journal entries to record revenue in the financial software program.

Reviews and maintains general ledger activities; prepares and posts journal entries; keys in budget adjustment entries; reviews and analyzes financial statements and fiscal procedures; reconciles and balances major funds, assists with budget analysis and development; completes month end and year end closing processes in financial software.

Maintains chart of accounts in financial software; determines fund, department, and account number structure; modifies and updates tax tables and payroll deduction codes; allocates codes in general ledger and payroll system for proper cost allocation; and performs W-9 processing.

Processes returned checks and deposits including posting journal entries.

Prepares a variety of financial reports related to accounts, funds, debt service, and budget status issues; performs research and analysis of trends and other issues; uses various report writing and spreadsheet applications to analyze data.

Researches and troubleshoots accounting software issues; provides instruction and training

to staff on accounting software system and general ledger.

Assist in activities of the annual audit; completes spreadsheets and schedules; journal entries; retrieves requested information for auditors; assists auditors with questions.

Reviews and verifies invoices submitted by departments for appropriate account codes, expenditure data and signature approval; matches purchase orders to invoices; reviews supporting documentation; modifies and void invoices and checks in software system.

Scans and enters expenditure data and invoices to be paid into software system; proofs accounts payable batches before payment; generates vendor checks, check requests, and other checks on a scheduled or special basis as needed; prints and mails checks; reconciles accounts payable in software system; maintains files of invoices.

Reviews bank transactions daily for drafts; enters and posts bank transactions in software and general ledger; documents bank drafts and transactions on spreadsheets.

Reconciles vendor statements including cellular, gas, etc.; distributes to departments for payment approval.

Receives, documents, and processes travel authorizations for accuracy and compliance with travel policy and budgetary allotments.

Responds to staff and vendor inquiries and concerns; communicates with vendors regarding invoices and checks; reconciles vendor statements; investigates and resolves inquiries and discrepancies.

Maintains a variety of accounts payable files and records; manages records and receipts for credit card purchases.

Processes annual 1099's; orders checks and supplies for checks as needed.

Prepares annual escheat reports and remittance to the State.

Creates, distributes, coordinates, receives and summarizes Outside Agency budgetary information.

Assists Finance Officer and Deputy Finance Officer with grant management (drafting project ordinances, balancing County financial records to grant records, monitoring grant expenses, assuring contractor sales tax is captured for projects, and maintaining proper grant documentation for auditor and grantor review).

Assists Finance Officer and Deputy Finance Officer with automizing and digitizing finance and accounting processes.

Serves as back up to other Finance staff as needed; cross trains staff on functions and procedures.

#### Additional Job Duties

Performs related duties as required.

#### Recruitment and Selection Guidelines

#### Knowledge, Skills and Abilities

Considerable knowledge of governmental accounting practices and procedures and of accounting systems, policies, and procedures.

Working knowledge of laws, rules, regulations, policies and practices to follow in the accounting function.

Considerable knowledge of computer operations and applications related to accounting and financial analysis and reporting.

Considerable knowledge of the use of spreadsheets for maintaining fiscal records and analyses.

Ability to understand, interpret, and apply policies to the maintenance of a variety of financial records and reports.

- Ability to analyze and interpret financial data and perform trend analysis.
- Ability to use a calculator and computer software and applications for the maintenance of accounting and other fiscal records.
- Ability to make arithmetic computations accurately and with reasonable speed.
- Ability to maintain accurate records and prepare a variety of reports.
- Ability to verify accounting and other financial documents and forms for accuracy and completeness.
- Ability to establish and maintain effective working relationships with department heads, vendors, employees, and the general public.
- Ability to communicate effectively in oral and written forms.

#### Physical Requirements


- Must be able to physically perform the basic life operational functions of reaching, pushing, pulling, stooping, fingering, grasping, feeling, hearing, talking, and repetitive motions.
- Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to move objects.
- Must possess the visual acuity to prepare data and statistics, work with accounting processes, handle proofing tasks, do extensive reading, and operate a computer terminal.

#### Desirable Education and Experience

- Graduation from an accredited college or university with a Bachelor's degree in accounting or business and some experience in a fiscal operation involving accounting work; or an equivalent combination of education and experience.


#### Special Requirement

- Ability to obtain a valid North Carolina driver's license.
- Ability to be bonded in the State of North Carolina.

ACH transfers are generally safer than paper checks because they eliminate risks of physical theft, loss, or forgery, and are processed via secure, encrypted electronic networks. While 65% of organizations experience check fraud, only 33% experience ACH debit fraud. ACH provides faster, traceable, and more secure transactions. 

### **Key Safety Advantages of ACH Over Checks:**

- **Reduced Fraud Risk:** ACH transactions are less likely to be altered or intercepted, as they are not physical items in the mail.
- **Increased Security:** ACH uses encrypted electronic networks, offering bank-level security rather than relying on paper signatures.
- **Faster, Traceable Payments:** ACH payments are processed within 1-3 days, and digital trails allow for easier tracking compared to paper checks.
- **Reversibility:** Unauthorized or erroneous ACH payments can often be reversed or contested within 60 days, providing better protection than a stolen, cashed check. 

Although both methods are secure when handled properly, the digital, automated nature of ACH makes it a superior choice for preventing fraud and unauthorized transactions. 

## Anita Radcliffe

---

**From:** Anita Radcliffe  
**Sent:** Tuesday, February 24, 2026 4:36 PM  
**To:** 'Lacie Jacobs'  
**Subject:** RE: FY25 AFIR

Hi Lacie,

We are going to do it in house. I just can't see paying that much to complete the report. Thanks.

---

**From:** Lacie Jacobs <[LJacobs@tpsacpas.com](mailto:LJacobs@tpsacpas.com)>  
**Sent:** Wednesday, February 18, 2026 9:57 AM  
**To:** Anita Radcliffe <[anita.radcliffe@beaufortcountync.gov](mailto:anita.radcliffe@beaufortcountync.gov)>  
**Subject:** RE: FY25 AFIR

**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!

Fiscal Year 2025 AFIR would be \$1,950.

Let me know if you would like for us to complete. Thank you!  
Lacie Jacobs

---

**From:** Anita Radcliffe <[anita.radcliffe@beaufortcountync.gov](mailto:anita.radcliffe@beaufortcountync.gov)>  
**Sent:** Wednesday, February 18, 2026 8:24 AM  
**To:** Lacie Jacobs <[LJacobs@tpsacpas.com](mailto:LJacobs@tpsacpas.com)>  
**Subject:** RE: FY25 AFIR

Hi Lacie,

What would be the charge to complete the AFIR for FYE 2025? Thanks.

---

**From:** Lacie Jacobs <[LJacobs@tpsacpas.com](mailto:LJacobs@tpsacpas.com)>  
**Sent:** Wednesday, February 4, 2026 11:55 AM  
**To:** Anita Radcliffe <[anita.radcliffe@beaufortcountync.gov](mailto:anita.radcliffe@beaufortcountync.gov)>  
**Subject:** RE: FY25 AFIR

**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.

In prior years, this was billed separately. We pulled the FY24 up and saw the separate invoice for \$1,860. Please let me know if you would like for me to send you the draft AFIR.

---

**From:** Anita Radcliffe <[anita.radcliffe@beaufortcountync.gov](mailto:anita.radcliffe@beaufortcountync.gov)>  
**Sent:** Thursday, January 29, 2026 4:02 PM  
**To:** Lacie Jacobs <[ljacobs@tpsacpas.com](mailto:ljacobs@tpsacpas.com)>  
**Subject:** RE: FY25 AFIR

Hi Lacie,

As long as it is included in our contract, and I believe that it is, then yes please do complete it. Thank you.

---

**From:** Lacie Jacobs <[ljacobs@tpsacpas.com](mailto:ljacobs@tpsacpas.com)>  
**Sent:** Thursday, January 29, 2026 1:53 PM  
**To:** Anita Radcliffe <[anita.radcliffe@beaufortcountync.gov](mailto:anita.radcliffe@beaufortcountync.gov)>  
**Subject:** FY25 AFIR

**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 afternoon!

This is to confirm the County does want TPSA to complete their AFIR for fiscal year 2025? Since the financials are completed, we can complete this State requirement.

Let me know. Thank you!



Lacie P. Jacobs, MSA  
**TPSA** | Whiteville  
1626 S Madison Street  
Whiteville, NC 28472  
Phone: 910-642-2109 Fax: 910-642-0447  
[www.tpsacpas.com](http://www.tpsacpas.com) | [ljacobs@tpsacpas.com](mailto:ljacobs@tpsacpas.com)

# **Addendum 7**

## **Resolution in Support of NCDOT Project U-5860, 15<sup>th</sup> Street Washington**



## COUNTY OF BEAUFORT

### RESOLUTION 2026-03-02-001 A RESOLUTION SUPPORTING NCDOT PROJECT U-5860 (15<sup>TH</sup> STREET IN WASHINGTON)

**WHEREAS**, 15<sup>th</sup> Street is considered one of the most dangerous transportation corridors in the State of North Carolina, with crash rates exceeding the statewide critical threshold rates in four of the five major categories, including total crashes, fatal crashes, injury crashes, and crashes in wet conditions; and

**WHEREAS**, crash data from 2020-2024 show there were 417 total crashes on 15<sup>th</sup> Street, with 3 fatal crashes and 11 crashes causing disabling injuries, and without significant improvements to the entire corridor, these crashes will continue and will most likely get worse; and

**WHEREAS**, the North Carolina Department of Transportation (NCDOT) has designed a safety and congestion improvement project for 15<sup>th</sup> Street, designated as U-5860, that will convert the corridor to a four-lane divided facility with medians, turn lanes, and pedestrian enhancements, with this project projected to reduce crashes by over 57%, including a 76% reduction in fatal crashes alone; and

**WHEREAS**, U-5860 is fully funded in the NCDOT Strategic Transportation Improvement Plan (STIP) and is scheduled to begin right-of-way acquisition in June 2026; and

**WHEREAS**, in addition to the critical safety improvements provided by U-5860, it will also provide infrastructure upgrades and improvements for the City of Washington at no cost including approximately \$1.5M for sidewalks and multiuse paths, \$5.8M for drainage structures, \$2.7M for signals, \$7.4M for stormwater/sanitary sewer upgrades, \$2.8M for erosion control measures, and the replacement of over 110 City utility poles; and

**WHEREAS**, the current City of Washington Mayor and other City Council members have stated that they wish to replaced U-5860 with a different design that narrows the corridor to two lanes with a center turn lane, commonly referred to as a “road diet” or remove the project from the STIP all together and seek improvements to only specific intersections along the corridor; and

**WHEREAS**, the proposed “road diet” alternative design was reviewed by both NCDOT and an outside engineering firm and, due to the volume of traffic on 15<sup>th</sup> Street, it was found to be unacceptable as it

was projected to decrease safety and increase congestion in this already extremely dangerous corridor; and

**WHEREAS**, removal of U-5860 from the STIP would result in the project’s division-level funding returning to Division 2 and being reassigned to the next highest scoring STIP project, with it more than likely not returning to Beaufort County; and

**WHEREAS**, if safety funding is instead sought for specific intersections along the corridor, each individual location would have to be competitively scored and selected based on NCDOT’s safety program criteria and would then require its own design process. Due to limited safety funds and statewide competition, compared to Division-wide competition for the STIP program, it would likely take numerous years before any intersection-specific improvements could begin; and

**WHEREAS**, the NCDOT has worked extensively with the City of Washington and through public input sessions to make changes to U-5860 which have minimized the acquisition of right-of-way and incorporated many of the amenities requested by the City and the public; and

**WHEREAS**, if U-5860 is stopped and removed from the STIP, any future proposed improvement to this state-owned corridor would have to be fully resubmitted, rescored, and selected for funds before project development could begin. NCDOT updates its STIP every two years, meaning projects must wait for and compete in multi-year prioritization cycles before they are considered. Considering this, it would be many years before another approved improvement project on this corridor could realistically advance.

**NOW, THEREFORE, BE IT RESOLVED**, that the Beaufort County Board of Commissioners supports the NCDOT project U-5860 as designed because of the safety and congestion improvements it will make to the corridor; and

**BE IT FURTHER RESOLVED**, that the Beaufort County Board of Commissioners calls on the Washington Mayor and City Council members to cease their opposition to the U-5860 project so that the project can get underway and bring the safety and congestion improvements needed to reduce the crashes and fatalities along this corridor.

Adopted this the 2<sup>nd</sup> day of March, 2026.

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

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Kathleen Mosher  
Clerk to the Board



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Economic Development  
**Presenter:** Susan Squires, Economic Development Director  
**Agenda Title:** Public Hearing-Project Fala Land Purchase

**Summary of Information:** Public hearing, in accordance with **N.C.G.S. 158-7.1(c)**, to receive comments regarding a proposed economic development land purchase by Project Fala.

Project Fala is an international composite swimming pool manufacturer seeking to establish U.S.-based operations in Beaufort County. The company anticipates creating approximately 75 new jobs, with an initial capital investment of over \$2 million and additional investment expected as the project develops and scales.

Project Fala proposes to purchase approximately **5.29 acres of land** located at **1035 Page Road** in the Washington–Beaufort County Industrial Park. The purchase price for the property is **\$20,000 per acre**, for a total purchase price of **\$105,800**.

The company will be required to meet its capital investment commitments within **two (2) years**.

The public benefits derived from this project include the creation of new jobs and a long-term increase in the tax base for Beaufort County and the City of Washington.

Beaufort County is partnering with the City of Washington on this project, consistent with previous economic development efforts.

The public hearing notice has been properly advertised as required by statute.

**Submitter Recommendation/Motions:** Receive and consider any public comments regarding the land purchase for Project Fala.

**Attachments:**

1. 1035 Page Rd
2. WDN Public 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](http://beaufortcountygis.com)

Date Printed: 10/9/2025

GPIN:	5667-79-5637
REID1:	6109
NAME1:	BEAUFORT CO WASHINGTON CITY OF
NAME2:	
ADDR1:	121 WEST THIRD STREET
ADDR2:	
CITY:	WASHINGTON
STATE:	NC
ZIP:	27889
PROP_DESC:	5.29 AC LOT 10 BEAUFORT CO INDUSTRIAL PK
LAND_VAL:	130275
BLDG_VAL:	0
TOT_VAL:	130275
DEFR_VAL:	0
TAXABLE_VAL:	0
PREV_ASSES:	119025
ACRES:	5.29
PROP_ADDR:	1035 PAGE RD
TOWNSHIP:	01
MBL:	566700106
DATE:	2013-05-17
DB_PG:	1817/00358
STAMPS:	
SALE_PRICE:	0

**PUBLIC NOTICE**

**Notice of Public Hearing  
Beaufort County, NC  
Project Fala Economic Development Land Purchase**

On April 6, 2026, at 5:30 PM, or soon thereafter, the Beaufort County Board of Commissioners will hold a public hearing to receive comments on a request to purchase land by Project Fala. Project Fala represents an international composite swimming pool manufacturer seeking to establish U.S.-based operations in Beaufort County. Project Fala proposes to purchase approximately **5.29 acres of land located at 1035 Page Road** in the Washington-Beaufort County Industrial Park. The purchase price for the property is **\$20,000 per acre**, for a total purchase price of **\$105,800**.

The public benefits derived from this economic development project are a long-term increase in tax base and the creation of new jobs in Beaufort County, NC.

Washington Daily News:  
Mar. 25, 2026  
**HEARING 4.6.26**

# Proof

<b>Client</b>	BEAUFORT COUNTY ECONOMIC DEVELOPMENT	<b>Phone</b>	2529463970
<b>Address</b>	117 W 3rd Street	<b>Email</b>	susan.squires@beaufortcdc.com
		<b>Fax</b>	
<b>AD #</b>	2112807	<b>Requested By</b>	BEAUFORT COUNTY ECONOMIC
<b>Account</b>	AP223554		
<b>Class</b>	2610	<b>PO #</b>	
<b>Start Date</b>	03/25/2026	<b>Created By</b>	KAYLA.REEVES
<b>End Date</b>	03/25/2026	<b>Creation Date</b>	03/23/2026
<b>Run Dates</b>	2	<b>Dimensions</b>	1.00 x 3.89"
<b>Pubs</b>	TheWashingtonDailyNews.com Washington Daily News	<b>Price</b>	<b>\$107.20</b>
<b>Order #</b>	0		
<b>Sales Rep</b>	Stacey Meadows	<b>Phone</b>	
		<b>Email</b>	stacey.meadows@shelbycountyreporter.com
		<b>Fax</b>	

NOT AN INVOICE

**Notice of Public Hearing  
Beaufort County, NC**

**Project Fala Economic Development Land Purchase**

On April 6, 2026, at 5:30 PM, or soon thereafter, the Beaufort County Board of Commissioners will hold a public hearing to receive comments on a request to purchase land by Project Fala. Project Fala represents an international composite swimming pool manufacturer seeking to establish U.S.-based operations in Beaufort County. Project Fala proposes to purchase approximately **5.29 acres of land** located at **1035 Page Road** in the Washington-Beaufort County Industrial Park. The purchase price for the property is **\$20,000 per acre**, for a total purchase price of **\$105,800**.

The public benefits derived from this economic development project are a long-term increase in tax base and the creation of new jobs in Beaufort County, NC.



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Economic Development  
**Presenter:** Susan Squires, Economic Development Director  
**Agenda Title:** Item for Decision — Project Fala Land Purchase

**Summary of Information:** Project Fala is an international composite swimming pool manufacturer seeking to establish U.S.-based operations in Beaufort County. The company anticipates creating approximately 75 new jobs, with an initial capital investment of over \$2 million and additional investment expected as the project develops and scales.

Project Fala proposes to purchase approximately **5.29 acres of land** located at **1035 Page Road** in the Washington–Beaufort County Industrial Park. The purchase price for the property is **\$20,000 per acre**, for a total purchase price of **\$105,800**.

The company will be required to meet its capital investment commitments within **two (2) years**.

The public benefits derived from this project include the creation of new jobs and a long-term increase in the tax base for Beaufort County and the City of Washington. Beaufort County is partnering with the City of Washington on this project, consistent with previous economic development efforts.

The City of Washington has a public hearing scheduled for April 13, 2026, at 6:00 PM to receive comments on the proposed land purchase.

**Submitter Recommendation/Motions:** Authorize and approve the County Attorney, County Manager and County Economic Development Director to work with City of Washington officials to sell a 5.29-acre parcel (PIN 5667-79-5637) in the Washington Beaufort County Industrial Park to Project Fala and execute the appropriate paperwork to close the transaction.

**Attachments:**

1. 1035 Page Rd



## 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  
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Date Printed: 10/9/2025

GPIN:	5667-79-5637
REID1:	6109
NAME1:	BEAUFORT CO WASHINGTON CITY OF
NAME2:	
ADDR1:	121 WEST THIRD STREET
ADDR2:	
CITY:	WASHINGTON
STATE:	NC
ZIP:	27889
PROP_DESC:	5.29 AC LOT 10 BEAUFORT CO INDUSTRIAL PK
LAND_VAL:	130275
BLDG_VAL:	0
TOT_VAL:	130275
DEFR_VAL:	0
TAXABLE_VAL:	0
PREV_ASSES:	119025
ACRES:	5.29
PROP_ADDR:	1035 PAGE RD
TOWNSHIP:	01
MBL:	566700106
DATE:	2013-05-17
DB_PG:	1817/00358
STAMPS:	
SALE_PRICE:	0



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Tax Assessor  
**Presenter:** Wyn Kinion, Tax Collector  
**Agenda Title:** Foreclosure in Beaufort County

**Summary of Information:** The Tax Collector will give a presentation on foreclosure procedures in Beaufort County.

**Submitter Recommendation/Motions:** N/A

**Attachments:**

1. Tax Office Foreclosure Presentation




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**Foreclosure review**

Beaufort County Foreclosure program started  
May 2004

Number of cases referred to ZLS	3750
Number of cases cleared	3335
Percentage of resolved cases	88.93%

We rank 4th in total number of cases referred to ZLS




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**Foreclosure Review**


Is being #4 in cases that are referred to ZLS a bad thing?

In the first 3 years the Tax Collector's office referred 2000 plus cases.

There are a little over 400 cases that are still open today.

120 of those 400 have been opened in last 3 years.

What about the other 280+ cases. How do we help clear these cases?




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- In March, Wyn Kinion and Lloyd Salter had a meeting with Mark Bardill and some of his legal staff. We took an in-depth review of all cases outstanding. What was determined, was that a lot of these older cases need a complete review.
- All of these are currently being reviewed by a joint effort between Land Records, the Assessor's Office and the Collection staff.
- After review there will be options available to clear these.
- In-Rem Style Foreclosure – Done by ZLS
- In-Rem Style Foreclosure – Started in house with current contracted and in-house staff
- Mortgage Style – Done by ZLS
- Some parcels will be designated as UNDER REVIEW and will be flagged and re-looked at in the future

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Two Methods of Property Tax & Assessment Lien Foreclosure	
Mortgage Style (NCGS §105-374)	In Rem (NCGS §105-375)
All costs, including a reasonable attorney fee and expenses, are reimbursable to the taxing/assessing unit as costs of the proceeding.	The costs of mailing and publication, plus a \$500 administrative fee, are reimbursable to the taxing/assessing unit as costs of the proceeding.
"Outlier" parcels - full-valued parcels with liens on the parcels.	"Non-outlier," or commonly parcels with liens on administrative cases.
More suitable for higher-value, lower-parity number parcels.	More suitable for lower-value, higher-parity number parcels.
Less predictable timeline.	More predictable timeline.
More suitable for parcels that are likely to be paid in full before sale.	More suitable for parcels that are not likely to be paid in full before sale.
More likely to result in an insurance claim.	Less likely to result in an insurance claim.
Extended involvement with County's Sheriff's Department with associated revenue benefit to the community unit.	Extended involvement with County's Sheriff's Department, including the associated sales proceeds.
The professional involved for most parcels is an independent tax foreclosure program.	Best use for targeted tax foreclosure programs is to first value "high property" and other "outlier" parcels.

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**Foreclosure Review**

Going forward with the Foreclosure program

The Beaufort County tax office is in the process of hiring a new Foreclosure specialist. A step by step program where all cases going to ZLS will be thoroughly reviewed internally.

- Land records will be reviewing each candidate to ensure that all the mapping and ownership information is correct.
- An appraiser will be checking the values to ensure they are correct and the info on any structure is current.
- The Para-legal that is working with the office will review the case to help determine the best path forward to collect back taxes.
- The foreclosure specialist and the collector will review all the information and choose the best options going forward for the foreclosure candidates.

Staff will work with community and county government resources in their area to ensure that any property stays with the County after a tax sale, to promote the sale or use of that property through other means.

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Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Tax Assessor  
**Presenter:** Lloyd Salter, Tax Assessor  
**Agenda Title:** Position Reclassification

**Summary of Information:** The Tax Office currently has two positions regarding the collection of delinquent taxes. One has predominantly worked on foreclosures and the other on garnishments and other related items. We would like to reclass both positions.

The Sr. Delinquent Specialist is currently open and is Grade 65, with a Hiring Rate of \$45,828, Minimum of \$48,119 and a Mid-Point of \$59,576.

The Delinquent Specialist is currently filled and is Grade 63, with a Hiring Rate of \$41,966, a minimum of \$44,064 and a Mid-Point of \$54,555.

We would like to do away with the Sr. Delinquent Specialist classification and combine the duties with the Delinquent Specialist classification, reclassing that classification to Grade 64. That would be with a Hiring Rate of \$43,855, a Minimum of \$46,047 and a Mid-Point of \$57,011.

Any cost from the grade increase from the reclassified position will be covered by Lapsed Salary from the open position, and the decrease in that position's salary, through reclassification. This request will not require additional funding or expenditure by the county.

We have worked with HR and Finance to check these figures and review this change.

**Submitter Recommendation/Motions:** Staff recommends approval of the reclassifications.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Public Works  
**Presenter:** Christina Smith, Public Works Director  
West Overman, Deputy Public Works Director  
**Agenda Title:** Mega-Site Update

**Summary of Information:** The development of two new solid waste collection sites is now in the procurement phase. The projects were advertised last week, and proposals are scheduled to be received, opened, and reviewed on April 30, 2026. Project information can be found on the County's website as well as multiple state-wide construction procurement websites. Garrett & Moore will conduct a pre-bid meeting and facilitate any questions/clarifications that contractors may have.

**Submitter Recommendation/Motions:** N/A

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Finance  
**Presenter:** Anita Radcliffe, Finance Director  
**Agenda Title:** Reimbursement #16 Washington Elementary School

**Summary of Information:** The School and County Finance Officers worked together to prepare reimbursement request #16 for the Washington Elementary School Construction Project. The total expenditures are \$2,279,062.49 with the grant reimbursement amount totaling \$1,840,798.77 and the County share amount totaling \$438,263.72. A copy of the State Reimbursement Form is included, as well as a summary recap of the expenditures and individual detailed invoices included in the reimbursement.

**Submitter Recommendation/Motions:** Authorize the Chairman to sign the Reimbursement Request and authorize the County Finance Officer to submit the reimbursement request to the State and pay vendors for services performed totaling \$2,279,062.49.

**Attachments:**

1. #16 Recap
2. Reimbursement #16



**DISTRIBUTION REQUEST  
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**  
Date of Request: 3/18/26

DPI USE ONLY
Approved:
Date:

County: Beaufort  
Address: 121 W. 3rd St., Washington, NC 27889  
LEA: 070-Beaufort County  
Address: 321 Smaw Road, Washington, NC 27889

Contact Person: Brian Alligood or Anita Radcliffe  
Title: County Manager Finance Director  
Phone: 252-940-6158 or 252-946-0079  
Email: brian.alligood@beaufortcountync.gov

Project Title: Washington Elementary School (PK-3)  
Project Address: 947 Hudnell Street, Washington, NC 27889

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ _____	+	\$ _____	=	\$ _____
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 42,000,000.00	+	\$ 10,000,000.00	=	\$ 52,000,000.00

Design Firm: Hite Associates  
Date of Design Contract: 7/8/23 Bid Date ( x actual    estimated): 4/28/23  
General Contractor: WIMCO Date of Construction Contract: 11/26/23  
Construction Start Date (    actual x estimated): Jan 2025 Completion Date (    actual x estimated): July 2026

Local Matching Fund Requirement:    1:1 |    1:3    or       0% |    5% |    15% |    25% |    35%

Source(s) of matching funds: Local Matching Requirement 19.23%; Source of matching funds - Beaufort County General Fund Cash

Project Costs (as of date): <u>3/18/25</u>	State Grant		Local Match		Total
Planning / Design	\$ 1,798,761.23	+	\$ 428,255.27	=	\$ 2,227,016.50
Construction	\$ 25,087,139.86	+	\$ 5,972,832.71	=	\$ 31,059,972.57
Other	\$ 66,848.33	+	\$ 15,915.48	=	\$ 82,763.81
Total	\$ 26,952,749.42	+	\$ 6,417,003.46	=	\$ 33,369,752.88

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ 1,798,761.23	+	\$ 0.00	=	\$ 1,798,761.23
Construction	\$ 23,246,341.09	+	\$ 1,840,798.77	=	\$ 25,087,139.86
Other	\$ 66,848.33	+	\$ 0.00	=	\$ 66,848.33
Total	\$ 25,111,950.65	+	\$ 1,840,798.77	=	\$ 26,952,749.42

Supporting Documentation: At DPI's request, submit documentation to DPI substantiating project expenditures identified here.

**Reporting Requirements**  
We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

(Signature - Chair, County Commissioners) \_\_\_\_\_ (Date) \_\_\_\_\_

(Signature - Chair, Board of Education) \_\_\_\_\_ (Date) \_\_\_\_\_

# Hite associates

ARCHITECTURE / PLANNING / TECHNOLOGY

## PAY APPLICATION TRANSMITTAL

March 18, 2026

TO: Beaufort County Board of Education

ATTN: Jamie Stokes, Director of Maintenance

FROM: Robert Edmondson

RE: **New Beaufort Pk-3 School**

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Enclosed are Pay Applications approved by this office for:

Contractor	Amount
WIMCO CORP	\$2,279,062.49

**End of Transmittal**

## CONSTRUCTION ACCOUNTING SUMMARY

PROJECT: # 22344 New Beaufort PK-3 School  
BEAUFORT COUNTY

Type: \_\_\_\_\_ Gross Sq. Feet New Area (Enclosed): 135,692  
 Const. Class: \_\_\_\_\_  
 Cap: \_\_\_\_\_

Contract Date: 11/26/2024 Completion Date: \_\_\_\_\_ Contract Executed: \_\_\_\_\_

**SINGLE PRIME GENERAL CONTRACT: WIMCO CORP 2533 W 5TH STREET, WASHINGTON, NC 27889**

Original Contract Sum:	\$43,120,100.00
CO No. G1	_____
CO No. G2	_____
CO No. G3	_____
CO No. G4	_____
CO No. G5	_____
CO No. G6	_____
CO No. G7	_____
CO No. G8	_____
CO No. G9	_____
Total Change Orders executed to Date:	\$0.00
Total Change Orders pending:	\$0.00
Current Contract Sum:	\$43,120,100.00
Total Payments Approved to Date:	\$31,059,972.57
Balance of Contract Sum:	\$12,060,127.43

Progress Payments Approved	Received	Reviewed	Sent
1	\$1,227,542.50	2/25/25 VIA EMAIL	2/26/2025
2	\$966,552.36	3/27/25 VIA EMAIL	3/28/25 via email
3	\$1,257,168.25	4/25/25 via email	4/28/2025
4	\$916,037.50	5/29/25 VIA EMAIL	5/30/2025
5	\$1,555,102.50	6/10/25 VIA EMAIL	6/11/2025
6	\$1,355,175.00	7/8/25 VIA EMAIL	7/10/2025
7	\$3,394,480.00	8/12/25 via email	8/13/2025
8	\$2,809,271.68	9/9/25 via email	9/10/2025
9	\$3,506,808.20	10/14/25 via email	10/15/2025
10	\$3,561,508.66	11/19/25 via email	11/19/2025
11	\$2,340,106.50	12/9/25 VIA EMAIL	12/9/2025
12	\$3,092,546.40	1/12/26 via email	1/13/2026
13	\$2,798,610.53	2/11/26 via email	2/11/2026
14	\$2,279,062.49	3/11/26 VIA EMAIL	3/12/2026
15			
16			
17			
<b>TOTAL</b>	<b>\$31,059,972.57</b>		

**FUNITURE: Interior System, Inc, PO Box 529, West End, NC 27376**

Original Contract Sum:	\$799,510.53
Co. No. 1	_____
CO No. 2	_____
CO No. 3	_____
CO No. 4	_____
CO No. 5	_____
Total Change Orders executed to Date:	\$0.00
Total Change Orders Pending:	\$0.00
Current Contract Sum:	\$799,510.53
Total Payments Approved to Date:	\$0.00
Balance of Contract Sum:	\$799,510.53

Progress Payment Approved	Received	Reviewed	Sent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
FINAL			
<b>TOTAL</b>	<b>\$0.00</b>		

**PLAYGROUND: PlayWorld Perferred, PO Box 737808 Dallas, TX 75373-7808**

Original Contract Sum:	\$614,792.95
Co. No. 1	_____
CO No. 2	_____
CO No. 3	_____
CO No. 4	_____
CO No. 5	_____
Total Change Orders executed to Date:	\$0.00
Total Change Orders Pending:	\$0.00
Current Contract Sum:	\$614,792.95
Total Payments Approved to Date:	\$0.00
Balance of Contract Sum:	\$614,792.95

Progress Payment Approved	Received	Reviewed	Sent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
FINAL			
<b>TOTAL</b>	<b>\$0.00</b>		

## CONTRACTS SUMMARY

Total Original Contracts:	\$43,919,610.53		
General to Date:	\$43,120,100.00	96.8%	
Furniture to Date:	\$799,510.53	2%	
Playground to Date:	\$614,792.95	1%	
Total Change Orders executed to Date:	\$0.00	0.0%	
Current Change Orders pending:	\$0.00		
Total Current Contracts:	\$44,534,403.48	100.0%	\$328.20 Cost Per Sq. Ft.
Total Payments Approved to Date:	\$31,059,972.57	69.7%	
Balance of Contract Sum:	\$13,474,430.91	30.3%	

TO OWNER/CLIENT:  
AR-Beaufort County Schools  
321 Smaw Road  
Washington, North Carolina 27889

PROJECT:  
Washington Elementary School - Washington, NC  
947 Hudnell Street  
Washington, North Carolina 27889

INVOICE NO: 59214  
PERIOD: 03/01/26 - 03/31/26  
PROJECT NO: 3592  
CONTRACT DATE: 11/26/2024

FROM CONTRACTOR:  
WIMCO Corp  
PO Box 121 2533 West 5th Street  
Washington, North Carolina 27889

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: 3592 - Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		\$43,120,100.00
2.	Net change by allowance adjustment		\$0.00
3.	Contract Sum to date (Line 1 + 2)		\$43,120,100.00
4.	Total completed and stored to date (Column G on detail sheet)		\$31,856,382.04
5.	Retainage:		
	a. 2.50% of completed work	\$796,409.47	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$796,409.47	
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$31,059,972.57	
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$28,780,910.08	
8.	Current payment due:	\$2,279,062.49	
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$12,060,127.43	

MATH & TAX CORRECT  
BMN Mar. 12, 2026

The undersigned certifies that to the best of the Contractor's knowledge Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for payment were issued and payments received from the Owner/Client shown herein is now due.

CONTRACTOR: WIMCO Corp

By: *Rami c Palk*

D

State of: NORTH CAROLINA  
County of: BEAUFORT  
Subscribed and sworn to before me this 11th day of MARCH 2026  
Notary Public: *Rami c Palk*  
My commission expires: 10/28/2029

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-sight inspection and review of the Contract Documents, the Architect/Engineer certifies to the Owner/Client that the Contractor's knowledge, information and belief that Work covered by this Application for Payment is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED: JG

(Attach explanation if amount certified differs from the amount applied for on the Continuation Sheet that are changed to confirm)

ARCHITECT/ENGINEER:

By: *[Signature]*

This certificate is not negotiable. The amount certified is payable hereon. Issuance, payment and acceptance of payment are without liability of the Architect or Contractor under this Contract.

ALLOWANCE ADJUSTMENT SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by allowance adjustment:	\$0.00	\$0.00

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

INVOICE NUMBER: 59214  
 APPLICATION DATE: 3/25/2026  
 PROJECT NO: 3592

PERIOD: 03/01/26 - 03/31/26

Use Column I on Contracts where variable retainage for line items apply.

Contract Lines

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1	* GENERAL CONDITIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
2	SALES TAX	\$229,579.00	\$166,500.00	\$10,000.00	\$0.00	\$176,500.00	76.88%	\$53,079.00	\$4,412.50
3	LABOR TAXES & INS	\$105,160.00	\$81,000.00	\$10,000.00	\$0.00	\$91,000.00	86.53%	\$14,160.00	\$2,275.00
4	BUILDERS RISK INS	\$195,000.00	\$195,000.00	\$0.00	\$0.00	\$195,000.00	100.00%	\$0.00	\$4,875.00
5	BOND	\$326,248.00	\$326,248.00	\$0.00	\$0.00	\$326,248.00	100.00%	\$0.00	\$8,156.20
6	SUPERVISION	\$560,527.00	\$381,052.00	\$35,000.00	\$0.00	\$416,052.00	74.23%	\$144,475.00	\$10,401.30
7	TEMP FACILITIES	\$174,691.00	\$127,000.00	\$7,500.00	\$0.00	\$134,500.00	76.99%	\$40,191.00	\$3,362.50
8	CLEANUP	\$202,963.00	\$33,700.00	\$20,000.00	\$0.00	\$53,700.00	26.46%	\$149,263.00	\$1,342.50
9	EQUIPMENT RENTAL	\$172,966.00	\$106,000.00	\$6,500.00	\$0.00	\$112,500.00	65.04%	\$60,466.00	\$2,812.50
10	SAFETY	\$29,027.00	\$20,200.00	\$0.00	\$0.00	\$20,200.00	69.59%	\$8,827.00	\$505.00
11	SURVEYING	\$62,200.00	\$43,400.00	\$0.00	\$0.00	\$43,400.00	69.77%	\$18,800.00	\$1,085.00
12	ALLOW: CASH	\$74,999.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,999.00	\$0.00
13	ALLOW: MASS UNDERCUT	\$26,791.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,791.00	\$0.00
14	ALLOW: FOUNDATION UNDERCUT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
15	* SITEWORK	\$150,876.00	\$150,876.00	\$0.00	\$0.00	\$150,876.00	100.00%	\$0.00	\$3,771.90
16	MOBILIZATION	\$346,706.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00	72.11%	\$96,706.00	\$6,250.00
17	DEMO	\$2,293,194.00	\$2,193,500.00	\$0.00	\$0.00	\$2,193,500.00	95.65%	\$99,694.00	\$54,837.50
18	GRADING	\$193,110.00	\$193,110.00	\$0.00	\$0.00	\$193,110.00	100.00%	\$0.00	\$4,827.75
19	EROSION CTL-MATERIAL	\$88,475.00	\$88,475.00	\$0.00	\$0.00	\$88,475.00	100.00%	\$0.00	\$2,211.87
20	EROSION CTL-LABOR	\$546,015.00	\$546,015.00	\$0.00	\$0.00	\$546,015.00	100.00%	\$0.00	\$13,650.37
21	WATER/SEWER-MATERIAL	\$329,005.00	\$329,005.00	\$0.00	\$0.00	\$329,005.00	100.00%	\$0.00	\$8,225.12
22	WATER/SEWER-LABOR	\$972,975.00	\$972,975.00	\$0.00	\$0.00	\$972,975.00	100.00%	\$0.00	\$24,324.37
23	STORM DRAIN-MATERIAL	\$466,275.00	\$466,275.00	\$0.00	\$0.00	\$466,275.00	100.00%	\$0.00	\$11,656.87
24	STORM DRAIN-LABOR	\$689,596.00	\$0.00	\$280,000.00	\$0.00	\$280,000.00	40.60%	\$409,596.00	\$7,000.00
25	ASPHALT-MATERIAL	\$295,541.00	\$0.00	\$120,000.00	\$0.00	\$120,000.00	40.60%	\$175,541.00	\$3,000.00
26	ASPHALT-LABOR	\$484,394.00	\$271,000.00	\$0.00	\$0.00	\$271,000.00	55.95%	\$213,394.00	\$6,775.00
27	SITE CONCRETE-MATERIAL	\$164,739.00	\$88,500.00	\$0.00	\$0.00	\$88,500.00	53.72%	\$76,239.00	\$2,212.50
28	SITE CONCRETE-LABOR	\$189,908.00	\$120,000.00	\$23,000.00	\$0.00	\$143,000.00	75.30%	\$46,908.00	\$3,575.00
29	FENCING-MATERIAL	\$81,388.00	\$57,000.00	\$4,000.00	\$0.00	\$61,000.00	74.95%	\$20,388.00	\$1,525.00
30	FENCING-LABOR	\$182,366.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	9.05%	\$165,866.00	\$412.50
31	LANDSCAPING-MATERIAL	\$78,156.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	5.76%	\$73,656.00	\$112.50
32	LANDSCAPING-LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
33	* CONCRETE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00

DOCUMENT DETAIL SHEET

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
34	FOOTINGS	\$847,117.00	\$847,117.00	\$0.00	\$0.00	\$0.00	\$847,117.00	100.00%	\$0.00	\$21,177.92
35	SLAB ON GRADE	\$1,219,088.00	\$1,219,088.00	\$0.00	\$0.00	\$0.00	\$1,219,088.00	100.00%	\$0.00	\$30,477.20
36	SLAB ON DECK	\$252,006.00	\$252,006.00	\$0.00	\$0.00	\$0.00	\$252,006.00	100.00%	\$0.00	\$6,300.15
37	* MASONRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
38	BRICK-MATERIALS	\$794,946.00	\$690,750.00	\$28,000.00	\$0.00	\$0.00	\$718,750.00	90.41%	\$76,196.00	\$17,968.75
39	BRICK-LABOR	\$447,833.00	\$314,500.00	\$46,000.00	\$0.00	\$0.00	\$360,500.00	80.50%	\$87,333.00	\$9,012.50
40	BLOCK-MATERIALS	\$1,963,724.00	\$1,963,724.00	\$0.00	\$0.00	\$0.00	\$1,963,724.00	100.00%	\$0.00	\$49,093.10
41	BLOCK-LABOR	\$923,024.00	\$923,024.00	\$0.00	\$0.00	\$0.00	\$923,024.00	100.00%	\$0.00	\$23,075.60
42	* METALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
43	STEEL ERECTOR	\$1,019,071.00	\$1,019,071.00	\$0.00	\$0.00	\$0.00	\$1,019,071.00	100.00%	\$0.00	\$25,476.77
44	STRUCTURAL STEEL	\$2,924,016.00	\$2,924,016.00	\$0.00	\$0.00	\$0.00	\$2,924,016.00	100.00%	\$0.00	\$73,100.40
45	MISC. METALS	\$34,850.00	\$31,500.00	\$0.00	\$0.00	\$0.00	\$31,500.00	90.39%	\$3,350.00	\$787.50
46	* CARPENTRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
47	CARPENTRY-MATERIAL	\$63,989.00	\$32,000.00	\$6,500.00	\$0.00	\$0.00	\$38,500.00	60.17%	\$25,489.00	\$962.50
48	CARPENTRY-LABOR	\$27,423.00	\$13,500.00	\$2,500.00	\$0.00	\$0.00	\$16,000.00	58.35%	\$11,423.00	\$400.00
49	CASEWORK-MATERIAL	\$374,665.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$374,665.00	\$0.00
50	CASEWORK-LABOR	\$186,285.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$186,285.00	\$0.00
51	* THERMAL/MOISTURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
52	ROOFING-MATERIAL	\$2,106,281.00	\$1,578,500.00	\$135,000.00	\$0.00	\$0.00	\$1,713,500.00	81.35%	\$392,781.00	\$42,837.50
53	ROOFING-LABOR	\$925,548.00	\$531,500.00	\$165,000.00	\$0.00	\$0.00	\$696,500.00	75.25%	\$229,048.00	\$17,412.50
54	INSULATIONS-MATERIAL	\$142,780.00	\$121,500.00	\$15,000.00	\$0.00	\$0.00	\$136,500.00	95.60%	\$6,280.00	\$3,412.50
55	INSULATIONS-LABOR	\$61,190.00	\$49,500.00	\$8,500.00	\$0.00	\$0.00	\$58,000.00	94.79%	\$3,190.00	\$1,450.00
56	CAULKING-MATERIAL	\$64,557.00	\$38,500.00	\$6,800.00	\$0.00	\$0.00	\$45,300.00	70.17%	\$19,257.00	\$1,132.50
57	CAULKING-LABOR	\$24,809.00	\$14,200.00	\$3,200.00	\$0.00	\$0.00	\$17,400.00	70.14%	\$7,409.00	\$435.00
58	* OPENINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
59	DOORS/FRAMES HDWRE-MATERIAL	\$461,844.00	\$212,000.00	\$0.00	\$0.00	\$0.00	\$212,000.00	45.90%	\$249,844.00	\$5,300.00
60	DOORS/FRAMES HDWRE-LABOR	\$192,932.00	\$48,500.00	\$0.00	\$0.00	\$0.00	\$48,500.00	25.14%	\$144,432.00	\$1,212.50
61	STOREFRONT-MATERIAL	\$676,159.00	\$375,750.00	\$165,500.00	\$0.00	\$0.00	\$541,250.00	80.05%	\$134,909.00	\$13,531.25
62	STOREFRONT-LABOR	\$285,496.00	\$157,250.00	\$73,000.00	\$0.00	\$0.00	\$230,250.00	80.65%	\$55,246.00	\$5,756.25
63	OVERHEAD DOORS	\$35,294.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,294.00	\$0.00
64	* FINISHES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
65	GWB FRAMING/DRYWALL-MATERIALS	\$648,399.00	\$394,250.00	\$125,000.00	\$0.00	\$0.00	\$519,250.00	80.08%	\$129,149.00	\$12,981.25
66	GWB FRAMING/DRYWALL-LABOR	\$293,313.00	\$178,500.00	\$57,000.00	\$0.00	\$0.00	\$235,500.00	80.29%	\$57,813.00	\$5,887.50
67	HARD TILE-MATERIAL	\$146,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$146,446.00	\$0.00
68	HARD TILE-LABOR	\$67,047.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,047.00	\$0.00
69	TERRAZZO-MATERIAL	\$329,614.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$329,614.00	\$0.00
70	TERRAZZO-LABOR	\$134,119.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$134,119.00	\$0.00
71	ACOUSTICAL CEILING-MATERIAL	\$152,193.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	3.61%	\$146,693.00	\$137.50

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
72	ACOUSTICAL CEILING-LABOR	\$82,368.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$79,368.00	\$75.00
73	RESILIENT FLOORING-MATERIAL	\$207,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,984.00	\$0.00
74	RESILIENT FLOORING-LABOR	\$121,278.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121,278.00	\$0.00
75	PAINTS & COATINGS-MATERIAL	\$193,034.00	\$69,250.00	\$28,000.00	\$28,000.00	\$0.00	\$97,250.00	\$95,784.00	\$2,431.25
76	PAINTS & COATINGS-LABOR	\$84,157.00	\$29,500.00	\$13,000.00	\$13,000.00	\$0.00	\$42,500.00	\$41,657.00	\$1,062.50
77	SPECIALTY FLOORING	\$84,496.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,496.00	\$0.00
78	* SPECIALTIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79	VISUAL DISPLAY BD-MATERIAL	\$48,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,576.00	\$0.00
80	VISUAL DISPLAY BD-LABOR	\$20,388.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,388.00	\$0.00
81	TOILET PARTITIONS-MATERIAL	\$27,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,128.00	\$0.00
82	TOILET PARTITIONS-LABOR	\$13,769.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,769.00	\$0.00
83	FIRE EXTINGUISHERS	\$14,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,734.00	\$0.00
84	TOILET ACCESSORIES	\$33,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,504.00	\$0.00
85	LOCKERS	\$5,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,114.00	\$0.00
86	FOLDING PARTITIONS	\$92,522.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,522.00	\$0.00
87	FLAGPOLES	\$4,557.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,557.00	\$0.00
88	CANOPIES	\$454,092.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$454,092.00	\$0.00
89	ARCHITECTURAL LOUVERS	\$48,194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,194.00	\$0.00
90	*EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
91	KITCHEN EQUIPMENT	\$411,359.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$411,359.00	\$0.00
92	STAGE CURTAINS	\$17,858.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,858.00	\$0.00
93	PROJECTION SCREENS	\$9,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,400.00	\$0.00
94	SPORTS EQUIPMENT	\$21,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,590.00	\$0.00
95	* MECHANICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96	FIRE PROTECTION-MATERIAL	\$336,025.00	\$287,000.00	\$18,000.00	\$18,000.00	\$0.00	\$305,000.00	\$31,025.00	\$7,625.00
97	FIRE PROTECTION-LABOR	\$165,438.00	\$141,500.00	\$8,500.00	\$8,500.00	\$0.00	\$150,000.00	\$15,438.00	\$3,750.00
98	PLUMBING-MATERIAL	\$1,093,166.00	\$827,500.00	\$55,000.00	\$55,000.00	\$0.00	\$882,500.00	\$210,666.00	\$22,062.50
99	PLUMBING-LABOR	\$431,356.00	\$323,550.00	\$22,000.00	\$22,000.00	\$0.00	\$345,550.00	\$85,806.00	\$8,638.75
100	HVAC SYSTEM-MATERIAL	\$3,480,931.00	\$2,288,897.54	\$350,000.00	\$350,000.00	\$0.00	\$2,638,897.54	\$842,033.46	\$65,972.44
101	HVAC SYSTEM-LABOR	\$1,420,398.00	\$927,500.00	\$140,000.00	\$140,000.00	\$0.00	\$1,067,500.00	\$352,898.00	\$26,687.50
102	* ELECTRICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
103	ELECTRICAL-MATERIAL	\$3,564,959.00	\$2,317,650.00	\$200,000.00	\$200,000.00	\$0.00	\$2,517,650.00	\$1,047,309.00	\$62,941.25
104	ELECTRICAL-LABOR	\$1,493,553.00	\$977,050.00	\$150,000.00	\$150,000.00	\$0.00	\$1,127,050.00	\$366,503.00	\$28,176.25
		<b>TOTALS:</b>	<b>\$43,120,100.00</b>	<b>\$29,355,974.54</b>	<b>\$2,337,500.00</b>	<b>\$0.00</b>	<b>\$31,693,474.54</b>	<b>\$11,426,625.46</b>	<b>\$792,336.83</b>

DOCUMENT DETAIL SHEET

CONTINUATION SHEET

Allowance Adjustment												
A	B	C	D		E		F	G		H	I	
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	SCHEDULED VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)			BALANCE TO FINISH (C - G)
105	PCCO#001											
105.1	PCO#001											
105.1.1	777-000001.S Turnkey Privacy Fence Fence Demo	\$4,100.00	\$4,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,100.00	100.00%	\$0.00	\$102.50	
105.1.2	777-000001.S Turnkey Privacy Fence Fence Install	\$54,848.00	\$54,848.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,848.00	100.00%	\$0.00	\$1,371.20	
105.1.3	997-999900.O FEE.Other GC FEE (7.0)%	\$4,126.36	\$4,126.36	\$0.00	\$0.00	\$0.00	\$0.00	\$4,126.36	100.00%	\$0.00	\$103.16	
105.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$946.12	\$946.12	\$0.00	\$0.00	\$0.00	\$0.00	\$946.12	100.00%	\$0.00	\$23.65	
106	PCCO#004											
106.1	PCO#004											
106.1.1	777-000004.S Septic Tank Removal Sitework	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$37.50	
106.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$105.00	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	100.00%	\$0.00	\$2.62	
106.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$24.08	\$24.08	\$0.00	\$0.00	\$0.00	\$0.00	\$24.08	100.00%	\$0.00	\$0.60	
107	PCCO#005											
107.1	PCO#005											
107.1.1	000-010047.A ALLOW. GEN. COND. Allowance PCCO #001 - Privacy Fence Replacement	\$(64,020.48)	\$(64,020.48)	\$0.00	\$0.00	\$0.00	\$0.00	\$(64,020.48)	100.00%	\$0.00	\$(1,600.51)	
107.1.2	000-010047.A ALLOW. GEN. COND. Allowance PCCO #004 - Septic Tank Removal	\$(1,629.08)	\$(1,629.08)	\$0.00	\$0.00	\$0.00	\$0.00	\$(1,629.08)	100.00%	\$0.00	\$(40.72)	
107.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
107.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
108	PCCO#002											
108.1	PCO#002											
108.1.1	777-000002.S Bus Parking Access Gate per RFI #6 Pamlico Fence	\$6,492.00	\$6,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,492.00	100.00%	\$0.00	\$162.30	
108.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$454.44	\$454.44	\$0.00	\$0.00	\$0.00	\$0.00	\$454.44	100.00%	\$0.00	\$11.36	
108.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$104.20	\$104.20	\$0.00	\$0.00	\$0.00	\$0.00	\$104.20	100.00%	\$0.00	\$2.60	
109	PCCO#005											
109.1	PCO#005											
109.1.1	777-000005.S Add Door 608A at Storage 608 Doors & Hardware	\$2,310.08	\$2,310.08	\$0.00	\$0.00	\$0.00	\$0.00	\$2,310.08	100.00%	\$0.00	\$57.75	
109.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$161.71	\$161.71	\$0.00	\$0.00	\$0.00	\$0.00	\$161.71	100.00%	\$0.00	\$4.04	
109.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$37.08	\$37.08	\$0.00	\$0.00	\$0.00	\$0.00	\$37.08	100.00%	\$0.00	\$0.92	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
110	PCCO#003								
110.1	PCO#003								
110.1.1	777-000003.S Maintenance Pole Relocation Guy wire relocation	\$6,372.94	\$6,372.94	\$0.00	\$0.00	\$0.00	\$6,372.94	\$0.00	\$159.32
110.1.2	997-999900.O FEE:Other GC FEE (7.0)%	\$446.11	\$446.11	\$0.00	\$0.00	\$0.00	\$446.11	\$0.00	\$11.15
110.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$102.29	\$102.29	\$0.00	\$0.00	\$0.00	\$102.29	\$0.00	\$2.55
111	PCCO#009								
111.1	PCO#009								
111.1.1	777-000009.S Additional RPDA Additional Tree Removal	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	\$0.00	\$212.50
111.1.2	997-999900.O FEE:Other GC FEE (7.0)%	\$595.00	\$595.00	\$0.00	\$0.00	\$0.00	\$595.00	\$0.00	\$14.87
111.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$136.43	\$136.43	\$0.00	\$0.00	\$0.00	\$136.43	\$0.00	\$3.41
112	PCCO#010								
112.1	PCO#011								
112.1.1	000-010047.A ALLOW: GEN. COND. Allowance	\$(7,050.64)	\$(7,050.64)	\$0.00	\$0.00	\$0.00	\$(7,050.64)	\$0.00	\$(176.26)
112.1.2	997-999900.O FEE:Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
112.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
113	PCCO#011								
113.1	PCO#012								
113.1.1	000-010047.A ALLOW: GEN. COND. Allowance PCCO #003 - Guy Wire Relocation	\$(6,921.34)	\$(6,921.34)	\$0.00	\$0.00	\$0.00	\$(6,921.34)	\$0.00	\$(173.03)
113.1.2	000-010047.A ALLOW: GEN. COND. Allowance PCCO #005 - Added Opening 608A	\$(2,508.87)	\$(2,508.87)	\$0.00	\$0.00	\$0.00	\$(2,508.87)	\$0.00	\$(62.72)
113.1.3	000-010047.A ALLOW: GEN. COND. Allowance PCCO #009 - Additional Tree Removal	\$(9,231.43)	\$(9,231.43)	\$0.00	\$0.00	\$0.00	\$(9,231.43)	\$0.00	\$(230.78)
113.1.4	997-999900.O FEE:Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
113.1.5	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
114	PCCO#010								
114.1	PCO#010								
114.1.1	777-000010.S 600 Building Gym Repair Repair Existing 600 Gym	\$11,750.00	\$11,750.00	\$0.00	\$0.00	\$0.00	\$11,750.00	\$0.00	\$293.75
114.1.2	997-999900.O FEE:Other GC FEE (7.0)%	\$822.50	\$822.50	\$0.00	\$0.00	\$0.00	\$822.50	\$0.00	\$20.56
114.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$188.59	\$188.59	\$0.00	\$0.00	\$0.00	\$188.59	\$0.00	\$4.71
115	PCCO#016								

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
115.1	PCCO#017								
115.1.1	000-010047-A-ALLOW. GEN. COND..Allowance PCCO #010 - 600 Building - Gym Paint	\$ (12,761.09)	\$ (12,761.09)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (12,761.09)	\$ 0.00	\$ (319.02)
115.1.2	997-999900.O FEE:Other GC FEE (0.0)%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
115.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
116	PCCO#016								
116.1	PCCO#016								
116.1.1	777-000016.S Access Controls & Security Drwgs Access Control Added scope	\$ 11,323.33	\$ 11,323.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,323.33	\$ 0.00	\$ 283.08
116.1.2	777-000016.S Access Controls & Security Drwgs	\$ (4,781.42)	\$ (4,781.42)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (4,781.42)	\$ 0.00	\$ (119.53)
116.1.3	997-999900.O FEE:Other GC FEE (7.0)%	\$ 457.93	\$ 457.93	\$ 0.00	\$ 0.00	\$ 0.00	\$ 457.93	\$ 0.00	\$ 11.45
116.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 105.00	\$ 105.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105.00	\$ 0.00	\$ 2.62
117	PCCO#007								
117.1	PCCO#007								
117.1.1	777-000007.S Tile to Epoxy Swap Tile Credit	\$ (71,360.51)	\$ (71,360.51)	\$ 0.00	\$ 0.00	\$ 0.00	\$ (71,360.51)	\$ 0.00	\$ (1,784.01)
117.1.2	777-000007.S Tile to Epoxy Swap Epoxy Add	\$ 115,750.00	\$ 115,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 115,750.00	\$ 0.00	\$ 2,893.75
117.1.3	997-999900.O FEE:Other GC FEE (7.0)%	\$ 3,107.26	\$ 3,107.26	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,107.26	\$ 0.00	\$ 77.68
117.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 712.45	\$ 712.45	\$ 0.00	\$ 0.00	\$ 0.00	\$ 712.45	\$ 0.00	\$ 17.81
118	PCCO#008								
118.1	PCCO#008								
118.1.1	777-000008.S Wall packs to soft lighting swap Electrical	\$ 6,193.00	\$ 6,193.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,193.00	\$ 0.00	\$ 154.82
118.1.2	997-999900.O FEE:Other GC FEE (7.0)%	\$ 433.51	\$ 433.51	\$ 0.00	\$ 0.00	\$ 0.00	\$ 433.51	\$ 0.00	\$ 10.84
118.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 99.40	\$ 99.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.40	\$ 0.00	\$ 2.48
119	PCCO#014								
119.1	PCCO#014								
119.1.1	777-000012.S Expedited Schedule Costs install-re-installation of FA panel	\$ 8,083.00	\$ 8,083.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,083.00	\$ 0.00	\$ 202.07
119.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$ 129.73	\$ 129.73	\$ 0.00	\$ 0.00	\$ 0.00	\$ 129.73	\$ 0.00	\$ 3.24
119.1.3	997-999900.O FEE:Other GC FEE (7.0)%	\$ 565.81	\$ 565.81	\$ 0.00	\$ 0.00	\$ 0.00	\$ 565.81	\$ 0.00	\$ 14.14
120	PCCO#015								
120.1	PCCO#015								

DOCUMENT DETAIL SHEET

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
120.1.1	777-000013.S Added Gym Switches	\$2,575.00	\$2,575.00	\$0.00	\$0.00	\$0.00	\$2,575.00	100.00%	\$0.00	\$64.37
120.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$180.25	\$180.25	\$0.00	\$0.00	\$0.00	\$180.25	100.00%	\$0.00	\$4.50
120.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$41.33	\$41.33	\$0.00	\$0.00	\$0.00	\$41.33	100.00%	\$0.00	\$1.03
<b>121</b>	<b>PCCO#019</b>									
<b>121.1</b>	<b>PCO#019</b>									
121.1.1	777-000019.S Expedited Steel Scope Steel Erector (T & M)	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$250.00
121.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	100.00%	\$0.00	\$17.50
121.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$160.50	\$160.50	\$0.00	\$0.00	\$0.00	\$160.50	100.00%	\$0.00	\$4.01
<b>122</b>	<b>PCCO#020</b>									
<b>122.1</b>	<b>PCO#022</b>									
122.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #07 - Tile to Epoxy Swap	\$(48,209.20)	\$(48,209.20)	\$0.00	\$0.00	\$0.00	\$(48,209.20)	100.00%	\$0.00	\$(1,205.23)
122.1.2	000-010047.A ALLOW: GEN. COND..Allowance PCCO #08 - Wall Pack/Soffit Light Swap	\$(6,725.91)	\$(6,725.91)	\$0.00	\$0.00	\$0.00	\$(6,725.91)	100.00%	\$0.00	\$(168.15)
122.1.3	000-010047.A ALLOW: GEN. COND..Allowance PCCO #014 - Fire Alarm Panel Re-Installation Costs	\$(8,778.54)	\$(8,778.54)	\$0.00	\$0.00	\$0.00	\$(8,778.54)	100.00%	\$0.00	\$(219.46)
122.1.4	000-010047.A ALLOW: GEN. COND..Allowance PCCO #015 - Added Switches in 600 Building	\$(2,796.58)	\$(2,796.58)	\$0.00	\$0.00	\$0.00	\$(2,796.58)	100.00%	\$0.00	\$(69.91)
122.1.5	000-010047.A ALLOW: GEN. COND..Allowance PCCO #019 - Expedited Steel Scope	\$(10,860.50)	\$(10,860.50)	\$0.00	\$0.00	\$0.00	\$(10,860.50)	100.00%	\$0.00	\$(271.51)
122.1.6	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
122.1.7	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
<b>123</b>	<b>PCCO#021</b>									
<b>123.1</b>	<b>PCO#023</b>									
123.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #016 - Access Controls and Door Hardware Changes	\$(7,104.84)	\$(7,104.84)	\$0.00	\$0.00	\$0.00	\$(7,104.84)	100.00%	\$0.00	\$(177.62)
123.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
123.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
<b>124</b>	<b>PCCO#022</b>									
<b>124.1</b>	<b>PCO#018</b>									
124.1.1	777-000018.S Add Drinking Fountain at 301A Classroom Piece Slab Back	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$62.50
124.1.2	777-000018.S Add Drinking Fountain at 301A Classroom Demo	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$95.00
124.1.3	777-000018.S Add Drinking Fountain at 301A Classroom Plumbing	\$11,613.71	\$11,613.71	\$0.00	\$0.00	\$0.00	\$11,613.71	100.00%	\$0.00	\$290.34

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
124.1.4	777-00018.S Add Drinking Fountain at 301A Classroom Wood Blocking - Allowance	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$12.50
124.1.5	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$295.54	\$295.54	\$0.00	\$0.00	\$0.00	\$295.54	\$0.00	\$7.39
124.1.6	997-999900.O FEE.Other GC FEE (7.0)%	\$1,288.96	\$1,288.96	\$0.00	\$0.00	\$0.00	\$1,288.96	\$0.00	\$32.22
<b>125</b>	<b>PCCO#023</b>								
125.1	<b>PCO#022</b>								
125.1.1	777-00022.S Playground Equipment Deduct Playground equipment scope removal	\$(150,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(150,000.00)	\$0.00
125.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$(10,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(10,500.00)	\$0.00
125.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$(2,407.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(2,407.50)	\$0.00
<b>126</b>	<b>PCCO#024</b>								
126.1	<b>PCO#024</b>								
126.1.1	777-00024.S Art Room & Maker Space Sinks P101- P106 Plumbing	\$3,648.06	\$3,648.06	\$0.00	\$0.00	\$0.00	\$3,648.06	\$0.00	\$91.20
126.1.2	997-999900.O FEE.Other GC FEE (7.0)%	\$255.36	\$255.36	\$0.00	\$0.00	\$0.00	\$255.36	\$0.00	\$6.38
126.1.3	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$58.55	\$58.55	\$0.00	\$0.00	\$0.00	\$58.55	\$0.00	\$1.46
<b>127</b>	<b>PCCO#025</b>								
127.1	<b>PCO#025</b>								
127.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #018 - Additional Drinking Fountains	\$(19,998.21)	\$(19,998.21)	\$0.00	\$0.00	\$0.00	\$(19,998.21)	\$0.00	\$(499.95)
127.1.2	000-010047.A ALLOW: GEN. COND..Allowance PCCO #024 - Art Room & Maker Space Sinks P101-P106	\$(3,961.97)	\$(3,961.97)	\$0.00	\$0.00	\$0.00	\$(3,961.97)	\$0.00	\$(99.05)
127.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
127.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>128</b>	<b>PCCO#026</b>								
128.1	<b>PCO#027</b>								
128.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #023 - Playground Equipment Deduct	\$162,907.50	\$162,907.50	\$0.00	\$0.00	\$0.00	\$162,907.50	\$0.00	\$4,072.99
128.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
128.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>129</b>	<b>PCCO#028</b>								
129.1	<b>PCO#030</b>								
129.1.1	777-00028.S Acoustical Panels Music Room Acoustical Panels	\$14,272.00	\$0.00	\$14,272.00	\$0.00	\$0.00	\$14,272.00	\$0.00	\$356.60
129.1.2	997-999900.O FEE.Other	\$999.04	\$0.00	\$999.04	\$0.00	\$0.00	\$999.04	\$0.00	\$24.98

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
129.1.3	GC FEE (7.0)% 001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$229.07	\$0.00	\$0.00	\$229.07	\$0.00	\$229.07	\$0.00	\$5.73
<b>130</b>	<b>PCCO#032</b>								
<b>130.1</b>	<b>PCCO#032</b>								
130.1.1	777-000029.S Electric Changing Table	\$12,203.72	\$0.00	\$0.00	\$12,203.72	\$0.00	\$12,203.72	\$0.00	\$305.09
130.1.2	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (1.5)%	\$195.87	\$0.00	\$0.00	\$195.87	\$0.00	\$195.87	\$0.00	\$4.90
130.1.3	997-999900.O FEE.Other GC FEE (7.0)%	\$854.26	\$0.00	\$0.00	\$854.26	\$0.00	\$854.26	\$0.00	\$21.36
<b>131</b>	<b>PCCO#034</b>								
<b>131.1</b>	<b>PCCO#035</b>								
131.1.1	000-010047.A ALLOW: GEN. COND..Allowance PCCO #028 - Acoustical Panels - Music Room	\$(15,500.11)	\$0.00	\$0.00	\$(15,500.11)	\$0.00	\$(15,500.11)	\$0.00	\$(387.50)
131.1.2	000-010047.A ALLOW: GEN. COND..Allowance PCCO #032 - Electric Changing Table	\$(13,253.85)	\$0.00	\$0.00	\$(13,253.85)	\$0.00	\$(13,253.85)	\$0.00	\$(331.35)
131.1.3	997-999900.O FEE.Other GC FEE (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
131.1.4	001-010624.G SURETY/PERFORMANCE B.GC Bond Premium (0.0)%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>		\$0.00	\$162,907.50	\$0.00	\$0.00	\$0.00	\$162,907.50	\$(162,907.50)	\$4,072.64

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS:</b>		\$43,120,100.00	\$29,518,882.04	\$2,337,500.00	\$0.00	\$31,856,382.04	73.86%	\$11,263,717.96	\$796,409.47



# AIA® Document G706®A – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> 3592 - Beaufort County PK-3 Elementary School - Washington, NC 947 Hudnell Street Washington, NC 27889 <b>TO OWNER:</b> <i>(Name and address)</i>  Beaufort County Schools Board of Education 321 Smaw Road Washington, NC 27889	<b>ARCHITECT'S PROJECT NUMBER:</b> Hite Associates, PC  <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> November 26, 2024	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
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**STATE OF:** North Carolina  
**COUNTY OF:** Beaufort

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

This partial release of liens certifies payment to WIMCO Corp in the amount of \$31,059,972.57 of which \$2,279,062.49 is currently due, as well as \$2,798,610.53 due from invoice #59213.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

WIMCO Corp  
 PO Box 121  
 Washington, NC 27889

BY:

*Robert C Pfeiffer*

*(Signature of authorized representative)*

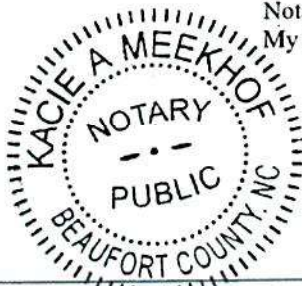
Robert C. Pfeiffer, VP of Risk Management

*(Printed name and title)*

Subscribed and sworn to before me on this date: *03/11/26*

Notary Public:

My Commission Expires: *10/23/2019*



Company Name: **WIMCO Corp**

Project: 3592 - Beaufort County PK-3

Location: Washington, NC

Period: 2.12.26-3.10.26

### Certified Sales Tax Report

Paid to (Vendor/Organization)	Invoice #	County Name	Taxable \$	STATE Tax	COUNTY Tax	INVOICE Total
DPI	40288828	Beaufort	1,333.60	63.35	26.67	1,423.62
EastWest Products, LLC	2410384-00	Beaufort	1,782.23	84.66	35.64	1,902.53
Gregory Poole	2009957	Beaufort	463.00	21.99	9.26	494.25
EastWest Products, LLC	2410544-00	Beaufort	349.00	16.58	6.98	372.56
Chaney Enterprises	50043086	Beaufort	643.00	30.54	12.86	686.40
SRM Concrete	1200067285	Beaufort	4,875.00	231.56	97.50	5,204.06
SRM Concrete	1200068571	Beaufort	526.00	24.99	10.52	561.51
White Cap	10023194100	Beaufort	316.51	15.03	6.33	337.87
White Cap	50035568579	Beaufort	36.36	1.73	0.73	38.81
EastWest Products, LLC	2410458-00	Beaufort	2,042.20	97.00	40.84	2,180.05
White Cap	50035550741	Beaufort	623.27	29.61	12.47	665.34
EastWest Products, LLC	2410487-00	Beaufort	6,314.80	299.95	126.30	6,741.05
EastWest Products, LLC	2410486-00	Beaufort	8,689.10	412.73	173.78	9,275.61
SRM Concrete	1200068353	Beaufort	2,630.00	124.93	52.60	2,807.53
SRM Concrete	1200068671	Beaufort	1,158.00	55.01	23.16	1,236.17
<b>TOTAL</b>			<b>31,782.07</b>	<b>1,509.65</b>	<b>635.64</b>	<b>33,927.36</b>

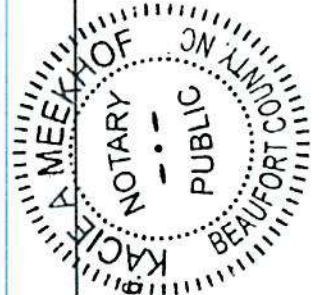
I, Robert C. Pfeiffer, VP of Risk Management, certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used on the performance of this contract. No tax on purchases or rental of tools and or equipment is included in the above list. All of the materials above became a part of or is annexed to the building or structure being erected, altered, or repaired.

*Robert C Pfeiffer*

Sworn to and subscribed before me this 11 th day of MARCH, 2026.

Notary Public: *Karla Meehan*

My commission expires: 10/31/2029





Company Name: **WIMCO Corp**

Project: 3592 - Beaufort County PK-3

Location: **Washington, NC**

Period: **2/1/26-2/28/26**

**Certified Sales Tax Report**

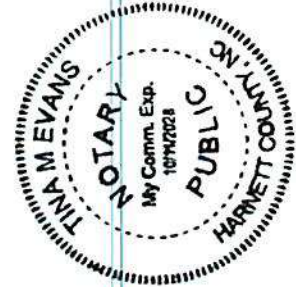
Paid to (Vendor/Organization)	Invoice #	County Name	Taxable \$	STATE Tax	COUNTY Tax	INVOICE Total
Mid-Atlantic Roofing	RA0001020640-001	Washington	4,033.30	191.58	80.67	4,305.55
Mid-Atlantic Roofing	RA0001020634-001	Washington	13,687.86	650.17	273.76	14,611.79
Construction Metal Products	PSI7024595	Washington	171,844.82	8,162.63	3,436.90	183,444.35
Construction Metal Products	PSI7024857	Washington	72,338.94	3,436.10	1,446.78	77,221.82
Construction Metal Products	PSI7024916	Washington	3,633.17	172.58	72.66	3,878.41
Construction Metal Products	PSI7024917	Washington	7,993.26	379.68	159.87	8,532.81
Sunbelt Rentals	172180849-0008	Washington	2,052.68	97.50	39.45	2,189.63
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
<b>TOTAL</b>			<b>275,584.03</b>	<b>13,090.24</b>	<b>5,510.08</b>	<b>294,184.35</b>

I, Daniel Bardi, Managing Member, certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used on the performance of this contract. No tax on purchases or rental of tools and or equipment is included in the above list. All of the materials above became a part of or is annexed to the building or structure being erected, altered, or repaired.



Sworn to and subscribed before me this 17<sup>th</sup> day of February, 2026.

Notary Public: Jana M. Evans  
 My commission expires: 10/11/2028



# STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

Company: Baker Mechanical, Inc. For Sales Taxes submitted From: 01/20/26 TO 02/20/26  
 Project Name: BEAUFORT K-3 ES Payment Application Number: \_\_\_\_\_

DATE	SUBCONTRACTOR / SUPPLIER/VENDOR	COUNTY	INVOICE NUMBER	INVOICE AMOUNT BEFORE TAX	NC Tax	COUNTY TAX	TOTAL TAX	INVOICE TOTAL
1/5/2026	WILKINSON	WILSON	4547877-1	\$268.74	\$12.77	\$5.37	\$18.14	\$286.88
12/30/2025	WILKINSON	WILSON	4537363.2	\$19,215.00	\$912.71	\$384.30	\$1,297.01	\$20,512.01
1/12/2026	FERGUSON	WILSON	6684722	\$83.53	\$3.97	\$1.67	\$5.64	\$89.17
1/13/2026	HUBBARD	WILSON	54103717.001	\$38.12	\$1.81	\$0.76	\$2.57	\$40.69
1/7/2026	WILKINSON	WILSON	4559232	\$6.39	\$0.30	\$0.13	\$0.43	\$6.82
1/27/2026	WILKINSON	WILSON	4564488	\$297.35	\$14.12	\$5.95	\$20.07	\$317.42
1/28/2026	FERGUSON	WILSON	6728071	\$103.10	\$4.90	\$2.06	\$6.96	\$110.06
1/27/2026	FERGUSON	WILSON	6725158	\$133.71	\$6.36	\$2.67	\$9.03	\$142.74
1/31/2026	FERGUSON	WILSON	6724130	\$7,383.60	\$350.72	\$147.67	\$498.39	\$7,881.99
1/15/2026	HUBBARD	WILSON	54105644.001	\$112.32	\$5.34	\$2.25	\$7.59	\$119.91
				\$27,641.86	\$1,313.00	\$552.83	\$1,865.83	\$29,507.69

I CERTIFY THAT THE ABOVE LISTED VENDORS WERE PAID SALES TAX UPON PURCHASES OF BUILDING MATERIALS DURING THE PERIOD COVERED BY THE CONSTRUCTION ESTIMATE AND THE PROPERTY UPON WHICH SUCH TAXES WERE PAID WAS OR WILL BE USED IN THE PERFORMANCE OF THE CONTRACT NO TAX ON PURCHASE OR RENTALS OF TOOLS AND/OR EQUIPMENT IS INCLUDED IN THE ABOVE LIST. ALL OF THE MATERIALS ABOVE BECAME A PART OR IS ANNEXED TO THE BUILDING OR STRUCTURE BEING ERRECTED OR REPAIRED.

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF February 2026  
 NOTARY PUBLIC Rebecca Stecko  
 MY COMMISSIO 04/13/2030



*Walter S. H.*  
*Vida Reschke*

**Contractors Sales Tax Report  
NC State & Local Taxes Paid  
Washington PK3 School**

Contractor: Coastline Elec. Const. Inc.  
Address: 1838 Progress Rd, Greenville NC 27834  
Pay Request#: 13  
Dates: 02/01/2026-2/28/2026  
CEC Project#: 18533

Date	Vendor	City & State	Invoice Number	Invoice Amount	NC 4.75% State Tax	County
1/15/2026	Capital Electric	Greenville, NC	S051006005.002	\$199.28	\$9.47	\$4.48 Pitt
1/21/2026	Capital Electric	Greenville, NC	S051009764.001	\$622.14	\$29.55	\$14.00 Pitt
1/19/2026	Capital Electric	Greenville, NC	S051044071.001	\$420.91	\$20.42	\$9.67 PH
1/21/2026	Capital Electric	Greenville, NC	S051071711.001	\$2,940.39	\$139.67	\$66.16 Pitt
1/30/2026	Capital Electric	Greenville, NC	S051052277.004	\$1,427.00	\$67.78	\$28.54 Beaufort
1/20/2026	Capital Electric	Greenville, NC	S051052277.003	\$ 871.88	\$ 41.40	\$17.43 Beaufort
1/19/2026	Capital Electric	Greenville, NC	S051052277.002	\$ 54.00	2.57	\$1.08 Beaufort
1/22/2026	Capital Electric	Washington, NC	WAS/119393	\$ 41.50	43.78	\$20.73 Pitt
1/29/2026	Capital Electric	Greenville, NC	S051094684.005	\$ 852.16	40.48	\$0.83 Beaufort
1/26/2026	Capital Electric	Greenville, NC	S051094684.004	\$ 343.12	16.30	\$17.04 Beaufort
1/26/2026	Capital Electric	Greenville, NC	S051094684.003	\$ 171.30	8.14	\$5.86 Beaufort
1/26/2026	Capital Electric	Greenville, NC	S051094684.002	\$ 57.10	2.71	\$3.43 Beaufort
1/23/2026	Capital Electric	Greenville, NC	S051094684.001	\$ 6,353.25	301.78	\$17.14 Beaufort
1/20/2026	COR supply	Greenville, NC	10-9617-1	\$ 161.95	7.65	\$127.07 Beaufort
1/19/2026	Capital Electric	Greenville, NC	S05129357.002	\$ 317.09	15.05	\$3.64 Pitt
2/7/2026	Capital Electric	Greenville, NC	S05129357.003	\$ 2,300.69	109.26	\$7.13 Pitt
2/17/2026	Capital Electric	Greenville, NC	S05129357.004	\$ 156.48	7.43	\$51.77 Pitt
2/13/2026	Capital Electric	Greenville, NC	S051094384.007	\$ 213.31	10.13	\$3.58 Pitt
2/13/2026	Capital Electric	Greenville, NC	S051232373.002	\$ 120.93	5.74	\$4.27 Beaufort
2/13/2026	Capital Electric	Greenville, NC	S051232373.005	\$ 1,761.54	83.67	\$2.42 Beaufort
2/13/2026	Capital Electric	Greenville, NC	S060549312.004	\$ 1,779.46	84.52	\$35.23 Beaufort
1/29/2026	Capital Electric	Greenville, NC	S060549312.005	\$ 854.85	87.68	\$39.59 Beaufort
1/13/2026	Capital Electric	Greenville, NC	S050981220.006	\$ 247.41	11.75	\$38.92 Beaufort
1/20/2026	Capital Electric	Greenville, NC	S050981220.009	\$ 80.12	3.81	\$19.23 Pitt
1/19/2026	Capital Electric	Greenville, NC	S050981220.008	\$ 125.50	5.93	\$5.57 Pitt
1/20/2026	Capital Electric	Greenville, NC	S051127591.003	\$ 5.19	0.25	\$1.80 Pitt
1/30/2026	Capital Electric	Greenville, NC	S051127591.002	\$ 235.80	11.26	\$2.82 Pitt
1/29/2026	Capital Electric	Greenville, NC	S051127591.001	\$ 2,720.06	129.20	\$0.10 Beaufort
1/19/2026	Consolidated Electrical	Greenville, NC	8470-1095015	\$ 1,950.00	92.60	\$4.72 Beaufort
1/19/2026	Consolidated Electrical	Greenville, NC	8470-1032293	\$ 2,000.00	95.00	\$54.08 Beaufort
1/14/2026	City Electric	Greenville, NC	WAS/1119423	\$ 123.44	5.86	\$40.00 Beaufort
2/4/2026	City Electric	Greenville, NC	GVE/029983	\$ 475.90	22.61	\$2.47 Beaufort
2/4/2026	Capital Electric	Greenville, NC	S051105971.001	\$ 651.69	30.96	\$10.71 PH
2/10/2026	Ruby	Rocky Mount, NC	92699-00	\$ 1,875.00	89.06	\$14.96 PH
2/9/2026	Capital Electric	Greenville, NC	S051232373.001	\$ 6,618.85	314.40	\$42.19 PH
2/10/2026	Capital Electric	Greenville, NC	S051254413.001	\$ 3,656.95	168.94	\$148.92 PH
2/13/2026	Ruby	Rocky Mount, NC	92636-00	\$ 4980.00	236.55	\$90.01 PH
TOTALS				\$64,411.06	2,995.95	\$10,700.63

I CERTIFY THAT THE FOREGOING STATEMENT OF APPLICABLE SALES TAXES PAID IN CONNECTION WITH THE REFERENCED CONTRACT IS TRUE

TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE:   
TITLE: OFFICE MANAGER



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion or Decision - Finance  
**Presenter:** Anita Radcliffe, Finance Director  
**Agenda Title:** Intercom System for Schools - Lottery Funds

**Summary of Information:** Beaufort County Schools is requesting to use \$31,417.66 of Public School Building Capital Fund money to install intercom/speaker systems in the gym at John Small Elementary School. The current balance of the Public School Building Repair Fund is \$2,227,453.61 before this request.

**Submitter Recommendation/Motions:** Approve Schools request to draw down Public School Repair Fund money to pay for the intercom system.

**Attachments:**

1. Funding Request JSS \$31,417.66



# EASTERNtheatrical

113 Lismore Dr  
 Winterville, NC 28590  
 252.521.6110  
 wayne@easterntheatrical.com

# Estimate

Name/Address
Beaufort County Schools Ben Gaskins Washington, NC

Date	Estimate No.	Project	P.O. No.	Reference #
03/06/26	3044	Sound for gym	John Small	SOC5459052

Item	Description	Quantity	Cost	Total
ASB6115-JBL	JBL ASB6115 15" Passive Subwoofer	1	2,303.72	2,303.72
229-00009-01	JBL 229-00009-01 Eye-bolts (3 pack)	1	74.30	74.30
CBT100LA-1-JBL L	JBL CBT100LA-1-JBL Line Array Column, 100 CM Tall, 16-2"	2	1,034.565	2,069.13
QU-PAC	Allen & Heath Qu-Pac Mixer, Rack Mountable, Dig. 16 Channel mixer	1	2,462.41	2,462.41
CN1800S	FURMAN CN1800S SMART SEQUENCER	1	686.84	686.84
JIB/BT8R	GALAXY JIB/BT8R BLUETOOTH RECEIVER STEREO	1	156.85	156.85
RAX9-100PAS	NETGEAR RAX9-100PAS 5PT 4 STEAM AX1800 DB WIFI 6 ROUTER	1	131.11	131.11
EWR10-17SD	MIDDLE ATLANTIC EWR10-17SD Sectional Wall Rack, 10sp, 17" deep	1	713.01	713.01
CA-1.04	ASHLY CA-1.04 4-Channel Power Amp, 4x1000w @ 4Ohm, 70v Capable	1	2,382.49	2,382.49
SLXD24D/SM58	SHURE SLXD24D/SM58 Dual Wireless Vocal System with SM58	1	1,516.60	1,516.60
MS7701B	On-Stage Euro Mic Stand & Boom Combo	2	30.24	60.48
AD11B-E	ATLAS AD11B-E F.FLANG ROUND BLACK	2	18.86	37.72
AD14B-E	ATLAS AD14B-E TUBE 90DEG 5/8" 27M&F, BLACK	2	36.585	73.17
AD8B	ATLAS AD8B 6" M5/8 TO 5/8	2	18.185	36.37
UA825	SHURE UA825 25FT ANTENNA CABLE	2	57.63	115.26
UA874US	SHURE UA874US Antenna, Actv Direct 470-698MHz	2	427.14	854.28
mic-xx-6	CABLE UP MIC-XX-6 Cable, XLR to XLR 6ft Black	6	7.98667	47.92
226-500	WestPenn 226-500 Wire 500' 2c 14ga Gray StrJkt	1	185.90	185.90
SM82T-WHITE	Atlas Sound SM82T white outdoor speaker	2	441.26	882.52
All Electrical and Final Trim-out to be furnished by Customer!			Total	



# EASTERNtheatrical

113 Lismore Dr  
 Winterville, NC 28590  
 252.521.6110  
 wayne@easterntheatrical.com

# Estimate

Name/Address
Beaufort County Schools Ben Gaskins Washington, NC

Date	Estimate No.	Project	P.O. No.	Reference #
03/06/26	3044	Sound for gym	John Small	SOC5459052

Item	Description	Quantity	Cost	Total
2" BROADBAND-P ANEL-SQ	Prime Acoustics Acoustic Panel 24"x48"x2" 6pcs per case (Black)	7	1,058.70	7,410.90
IMPALER-PUSH ON	Prime Acoustics Mount clips 24pcs F101-1003-00	7	57.71857	404.03
Misc. Hardware	Ceiling Rigging Hardware	1.5	400.00	600.00
MISC. WIRE	MISC. WIRE, CONNECTORS, CABLES, ETC.	1	575.00	575.00
S & H		1	623.05	623.05
LABOR	LABOR CHARGES	4	1,250.00	5,000.00
	SALES TAX		7.00%	2,014.60
All Electrical and Final Trim-out to be furnished by Customer!			Total	\$31,417.66



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Manager's Office  
**Presenter:** Brian Alligood, County Manager  
**Agenda Title:** Additional National Opioid Settlement

**Summary of Information:** A new national opioid settlement has been reached with six regional distributors/dispenser defendants in the amount of \$97,625,000 in cash for purposes of abating the opioid epidemic. Beaufort County is eligible to participate in the settlement but must "opt in". Attached are copies of the notice of settlement, settlement overview, Beaufort County's participation percentage and the documentation needed to participate.

The County Attorney has reviewed the matter.

**Submitter Recommendation/Motions:** Approve Beaufort County to "opt in" to the settlement and authorize the Chairman of the Board to execute the appropriate documents on behalf of the County.

**Attachments:**

1. Settlement Overview
2. Notice Document
3. Participation Percentage Page
4. Settlement Agreement
5. Exhibit G-Subdivision Settlement Participation Form

National Opioids Settlements: Six Remnant Defendants  
Notice and Claims Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

To: Beaufort County, NC  
Reference Number: CL-2018532

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT  
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

**SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

### **WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?**

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

### **WHY IS YOUR ENTITY RECEIVING THIS NOTICE?**

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: *dse\_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



To: Beaufort County, NC  
Reference Number: CL-2018532

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT  
AND UPCOMING ACTION NEEDED TO PARTICIPATE:  
MONDAY, May 4, 2026, DEADLINE**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants).

This is the formal Notice required by the Remnant Defendants Settlement. You are receiving this Notice because your entity is entitled to participate (Eligible Entity). Please read this Notice and the attached *Settlement Overview* carefully. The *Settlement Overview* provides additional information concerning this new national opioid settlement.

Your entity may have participated in prior national opioid settlements. This Notice concerns the opportunity to participate in this **new** settlement with the Six Remnant Defendants. Your entity may participate in this new settlement even if it did not participate in a prior national settlement.

**All Eligible Entities must “opt in” to participate in this new settlement.** To do so, a person with authority must sign and return the *Combined Subdivision Participation and Release Form* that will be sent via DocuSign shortly. If an Eligible Entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link included in this Notice to upload your entity’s *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal. DocuSign remains the preferred method of submission of the needed form.

**The deadline to return the *Combined Subdivision Participation and Release Form* is Monday, May 4, 2026.**

Questions about this Notice or the process for receiving and submitting the required *Combined Subdivision Participation and Release Form* may be directed to your attorney or the Notice and Claims Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

Please review the list of individuals on this email and contact the Notice and Claims Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) if someone else at your entity should receive communications about this Settlement.



**If your entity is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this Notice.**

Thank you,  
National Opioids Notice and Claims Administrator for the Remnant Defendants  
Settlement

*The Notice and Claims Administrator is retained to provide the Settlement Notice required by the Settlement Agreement referenced above and to manage the collection of Subdivision Settlement Participation Forms.*



New York	WEBSTER TOWN	0.0007044543%
New York	West Hampton Dunes village	0.0001169840%
New York	West Haverstraw village	0.0001617887%
New York	West Hempstead Public Library	0.0005730173%
New York	WEST SENECA TOWN	0.0014830487%
New York	Westbury village	0.0000633077%
New York	WESTCHESTER COUNTY	0.1519519849%
New York	White Plains city	0.0068749582%
New York	WYOMING COUNTY	0.0112656274%
New York	YATES COUNTY	0.0061431564%
New York	Yonkers city	0.0644540333%
New York	YORKTOWN TOWN	0.0010849586%
North Carolina	ALAMANCE COUNTY	0.0435166745%
North Carolina	ALEXANDER COUNTY	0.0181307798%
North Carolina	ALLEGHANY COUNTY	0.0052015922%
North Carolina	ANSON COUNTY	0.0062754776%
North Carolina	Apex town	0.0015161370%
North Carolina	ASHE COUNTY	0.0120009074%
North Carolina	Asheville city	0.0085341166%
North Carolina	BEAUFORT COUNTY	0.0158896209%
North Carolina	BERTIE COUNTY	0.0048189824%
North Carolina	BLADEN COUNTY	0.0148889975%
North Carolina	BRUNSWICK COUNTY	0.0674025072%
North Carolina	BUNCOMBE COUNTY	0.0892625691%
North Carolina	BURKE COUNTY	0.0704264953%
North Carolina	Burlington city	0.0041464673%
North Carolina	CABARRUS COUNTY	0.0578675997%
North Carolina	CALDWELL COUNTY	0.0429251090%
North Carolina	CAMDEN COUNTY	0.0026404771%
North Carolina	Canton town	0.0004145158%
North Carolina	CARTERET COUNTY	0.0371050476%
North Carolina	Cary town	0.0052169014%
North Carolina	CASWELL COUNTY	0.0061285994%
North Carolina	CATAWBA COUNTY	0.0729457707%
North Carolina	Chapel Hill town	0.0030509535%
North Carolina	Charlotte city	0.0451466548%
North Carolina	CHATHAM COUNTY	0.0158598728%
North Carolina	CHEROKEE COUNTY	0.0276220162%
North Carolina	CHOWAN COUNTY	0.0038659181%
North Carolina	CLEVELAND COUNTY	0.0389290434%
North Carolina	COLUMBUS COUNTY	0.0428928650%
North Carolina	Concord city	0.0082317377%
North Carolina	Cornelius town	0.0008786234%
North Carolina	CRAVEN COUNTY	0.0443148172%
North Carolina	CUMBERLAND COUNTY	0.0942032237%
North Carolina	CURRITUCK COUNTY	0.0067596040%
North Carolina	DARE COUNTY	0.0159431566%

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION  
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT  
AMONG PARTICIPATING  
SUBDIVISIONS AND REMNANT  
DEFENDANTS**

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Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

## I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- G. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);<sup>1</sup> (2) that

<sup>1</sup> “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.<sup>2</sup>
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C, if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

<sup>2</sup> Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

- II. “*Reference Date*” means the date by which each Remnant Defendant must inform the Plaintiffs’ Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
  
- JJ. “*Related Agreements*” means the related but individual agreements between each Remnant Defendant and Plaintiffs’ Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant’s share of the Pooled Settlement Amount.
  
- KK. “*Released Claims*” means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
  
- LL. “*Released Entities*” means, with respect to Released Claims, the Remnant Defendants and:
  - 1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

- MM. "*Releasers*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. “*Remnant Defendants*” means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a “Remnant Defendant.” For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. “*Settlement Fund*” means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. “*Settlement Funds*” means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. “*Settlement Fund Administrator*” means the agent to be selected as set forth in Section III.D.
- SS. “*Settlement Participation Form Submission Deadline*” means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- TT. “*Settling Parties*” means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. “*State*” means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. “*State-Subdivision Agreement*” means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

- AAA. “*Termination Refund*” means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.
- BBB. “*Unknown Claims*” means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

## II. Representations and Warranties

A. **Plaintiffs’ Settlement Counsel’s Representations and Warranties.** Plaintiffs’ Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs’ Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs’ Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs’ Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions’ Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### **III. Settlement Fund**

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

**B. Nature of Payment.** Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

**E. Taxes.**

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III, and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

#### **IV. Implementing the Agreement**

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

**B. Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

**C. Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G.**
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

**D. Notice by Remnant Defendants.**

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

**E. Entry of Consent Judgment.**

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
  - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
  - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
  - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
  - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
  - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
  - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
- 2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
  - 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

**V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination**

**A. Occurrence of Effective Date.**

- 1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

**B. Failure of Effective Date to Occur.** In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

**C. Termination.**

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
  - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
  - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
  - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or
  - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

## **VI. Notice and Claims Administrator**

**A. Selection of Notice and Claims Administrator.** Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

**B. Distribution of Settlement Fund.**

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
  - b. to pay Notice and Administrative Costs (including escrow fees and costs);
  - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and
  - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

## **VII. Use and Allocation of Opioid Remediation Fund.**

### **A. Use of Opioid Remediation Funds.**

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

**B. Allocation of Opioid Remediation Fund.** The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

**C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund.** Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasers hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

**D. Balance Remaining in Settlement Fund or Opioid Remediation Fund.** If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

### **VIII. Attorneys' Fees and Expenses**

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

### **IX. Releases and Dismissal**

**A. No Future Actions Following Release.** As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasers' Released Claims. Each Releaser hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

#### **B. Claim-Over and Non-Party Settlement.**

1. It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.
3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. In the event that any Releaser obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
  - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;
  - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
  - (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

- (v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- (vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
- (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

## X. **Miscellaneous Provisions**

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

**Exhibit A – List of Actions.** Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

**Exhibit B – Documents Describing Alleged Harms.** References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

**Exhibit C – List of Litigating Subdivisions.** Lists of all Litigating Subdivisions.

**Exhibit D – List of Opioid Remediation Uses.** Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

**Exhibit E – Plan of Allocation.** The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

**Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities.** Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

**Exhibit G – Subdivision Settlement Participation Form.** Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

**Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses.** Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

**M. Preservation of Records.** For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

**N. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

**O. Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,  
address notice to:

Peter H. Weinberger  
SPANGENBERG SHIBLEY & LIBER  
1001 Lakeside Avenue East, Suite 1700  
Cleveland, OH 44114  
(216) 696-3232  
pweinberger@spanglaw.com

Jayne Conroy  
SIMMONS HANLY CONROY  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
(212) 784-6400  
jconroy@simmonsfirm.com

Joseph F. Rice  
MOTLEY RICE  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
(843) 216-9000  
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.  
FARRELL & FULLER  
270 Munoz Rivera Ave., Suite 201  
San Juan, PR 00918  
(304) 654-8281  
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

**United Natural Foods, Inc.**

Kim J. Myrdahl  
Deputy General Counsel, Senior Vice President & Chief Compliance Officer  
United Natural Foods, Inc.  
Legal Department  
PO Box 990  
Minneapolis, Minnesota 55440  
kim.j.myrdahl@unfi.com

*With a copy (which shall not constitute notice) to:*

Joseph M. Vanek  
Greg Shinall  
Trevor K. Scheetz  
Sperling Kenny Nachwalter, LLC  
321 N. Clark St., 25th Floor  
Chicago, Illinois 60654  
jvanek@sperlingkenny.com  
shinall@sperlingkenny.com  
tscheetz@sperlingkenny.com

**J M Smith Corporation**

Robert M. Barrett  
General Counsel  
J M Smith Corporation  
9098 Fairforest Road  
Spartanburg, SC 29301  
rbarrett@jmsmith.com

*With a copy (which shall not constitute notice) to:*

John J. Haggerty  
Fox Rothschild LLC  
Stone Manor Corporate Ctr.  
2800 Kelly Road, Suite 200  
Warrington, PA 18975  
jhaggerty@foxrothschild.com

**Louisiana Wholesale Drug Company, Inc.**

Chad Gielen  
President  
Louisiana Wholesale Drug Co., Inc.  
2085 I-49 S. Service Rd.  
Sunset, LA 70584

*With a copy (which shall not constitute notice) to:*

Neil G. Vincent  
Allen & Gooch, ALC  
2000 Kaliste Saloom Road, Ste. 400  
Lafayette, Louisiana 70508  
neilvincent@allengooch.com

**Morris & Dickson Co., L.L.C.**

Jim Walden  
Walden Macht Haran & Williams LLP  
250 Vesey Street, 27th Floor  
New York, NY 10281  
jwalden@wmhwlaw.com

Russell Dickson  
General Counsel  
Morris & Dickson Co., L.L.C.  
PO Box 51367  
Shreveport, LA 71135  
rdickson@morrisdickson.com

**North Carolina Mutual Wholesale Drug Company, Inc.**

Clint Syvinski, Co-CEO  
Katie Zechman, Co-CEO  
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.  
Durham, NC 27703  
csyvinski@mutualdrug.com  
kzechman@mutualdrug.com

*With a copy (which shall not constitute notice) to:*

Chris Graebe  
Morningstar Law Group  
434 Fayetteville St., Suite 2200  
Raleigh, NC 27601  
cgraebe@morningstarlawgroup.com

**Associated Pharmacies, Inc.; American Associated Pharmacies**

Clint King  
President  
Associated Pharmacies, Inc.  
211 Lonnie E. Crawford Blvd.  
Scottsboro, AL 35769  
clint@apirx.com

*With a copy (which shall not constitute notice) to:*

Carl S. Burkhalter  
S. Reeves Jordan  
Maynard Nexsen P.C.  
1901 Sixth Ave. N., Suite 1700  
Birmingham, AL 35203  
cburkhalter@maynardnexsen.com  
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

**P. Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasors) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

**Q. Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

**R. Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

**S. No Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

**T. Preservation of Privilege.** Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

**U. Duty Not to Encourage Non-Participation.** Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

**V. Tax Cooperation and Reporting.**

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant’s portion of the Pooled Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

\*\*\*

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**PLAINTIFFS' SETTLEMENT COUNSEL**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**MORRIS & DICKSON CO., L.L.C.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**UNITED NATURAL FOODS, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG  
COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**J M SMITH CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**ASSOCIATED PHARMACIES, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMERICAN ASSOCIATED  
PHARMACIES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL  
WHOLESALE DRUG COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G**

**Six (6) Remnant Defendants’  
Combined Subdivision Participation and Release Form  
 (“Combined Participation Form”)**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Manager's Office  
**Presenter:** Brian Alligood, County Manager  
**Agenda Title:** RCCP Phase 3 Essential Services Resilience Project Contract

**Summary of Information:** In October 2025, the Board of Commissioners accepted a RCCP grant from the NC Department of Environmental Quality in the amount of \$304,500 for the Essential Services Resilience Project. No local funds were required for the grant.

In December 2025, an RFQ was released to acquire engineering/planning services for the RCCP grant. Rummel, Klepper and Kahl, LLP (RK&K) was selected as the provider.

Attached is a contract with RK&K to perform the services required for the Essential Services Resilience Project as approved under the RCCP grant. All costs are covered by the RCCP grant.

**Submitter Recommendation/Motions:** Approve the attached contract with RK&K and authorize staff to execute the required documents for the same.

**Attachments:**

1. Beaufort Co Essential Svc Contract

March 2, 2026

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

Reference: Essential Services Resilience Projects Contract

Dear Mr. Alligood:

Please find the attached RK&K scope and fee for SCM feasibility, SCM construction drawings, VIPER Study, and DAS integration.

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

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

Sincerely,  
Rummel, Klepper & Kahl, LLP



Doug Keller, PE, LEED AP  
Project Delivery Leader

Enclosure

cc: RK&K – BKS

## **ARTICLE I – Base Scope of Services**

### **Project Description**

This project will evaluate all county owned facilities and develop several green stormwater infrastructure (GSI) concept projects. The focus will be on facilities determined to be a high risk to coastal hazards in the Beaufort County Resilience Strategy document (developed through Phases 1-2 of the NC Resilient Coastal Communities Program). These GSI projects may include elements such as reduction of impervious surfaces, nature-based drainage improvements, and aesthetically pleasing green stormwater features such as rain gardens, bioretention cells, bio-swales, and trees. One of these green stormwater projects will have construction level designs completed in preparation for a construction application. The other concept projects developed will also present opportunities for future funding applications. These projects will improve the overall resilience of county facilities and improve access to facilities through improved stormwater management. Public educational signage will also be included where appropriate.

The project will provide the following at a maximum of two public school sites: (1) perform an in-building public safety radio signal gap study for the North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) system, (2) recommend a Distributed Antenna System / Emergency Responder Communication Enhancement System (DAS/ERCES) integration strategy at proposed locations, and (3) produce a code-compliant, construction-ready Public Safety DAS design package.

### **Surveys**

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

#### **Establish Horizontal and Vertical Control Network**

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

#### **Planimetric Location and Mapping**

The Engineer shall collect planimetric features using survey grade data collection. Survey extents will be limited to 15,000 square feet of study area. The Engineer will perform a walk through/classification of features to aid with labeling features. The survey data will include local

bathymetric data and topographic data needed for design. Planimetric information shall include, but is not limited to the following:

- Marsh Delineation
- SAV Delineation
- Landscape areas, woods lines, and all trees in landscaped areas greater than 6" dia, and all ornamental trees shall be located by species and size.
- Utilities\*
  - Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits. Rim and invert data will be collected with GPS receiver or conventional methods.
  - Gravity sanitary sewer - location, size, type, top and invert elevations. Rim and invert data will be collected with GPS receiver or conventional methods.
  - Water - location, valves (including top of nut elevations where accessible), meters, hydrants, wells (as surveyed and/or identified by local County or Municipal records), and associated appurtenances.
  - Gas - location, valves, meters, vents and associated appurtenances.
  - Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults (to include subsurface footprint).
  - Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
  - Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
- Owner names, addresses, phone numbers and contact persons shall be provided for all utilities when available.

\* Locations of non-gravity underground utilities will be based on 811 or County staff markings. RK&K will not mark or provide locates on underground utilities. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation shall be considered Additional Services (Article II).

### Concept Phase

Nature-based stormwater sites reconnaissance – Crews will assess areas identified by the design team that appear to be viable options for nature-based stormwater facilities based on desktop analysis. A desktop analysis will determine which sites provide the most benefit while avoiding utility conflicts. The design will identify up to 10 sites for concept level cost estimates and recommend one site for final design

### **SCM Design Phase**

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

### **SCM Final Phase**

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

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

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

### **Educational Materials**

The Engineer shall research available public informational materials and draft education signage materials for the green infrastructure device. Once stakeholder feedback is received, final information to be included in outreach materials will be provided by the Engineer. Educational information will include signage and brochures.

### **VIPER study and DAS Implementation**

1. Task 1 — Signal Gap Study
  - a. Pre-Engineering & Data Collection
    - i. Review building drawings, construction materials, and existing riser pathways.
    - ii. Define required public safety bands (700/800 MHz VIPER / National Public Safety Planning Advisory Committee (NPSPAC) and talkgroup use cases (VMN for hospital/EMS as applicable).
    - iii. Coordinate test plan and access with Facilities and the AHJ (Fire Marshal).
  - b. In-Building RF Testing
    - i. Measure downlink (tower building) and uplink (radio tower) performance: RSSI, DAQ/BER/SINR where applicable.
    - ii. Test critical life-safety areas (stairwells, elevators, basements, ER/trauma, loading docks, MEP rooms).

- iii. Record VIPER site(s) dominance and donor candidate azimuth/elevation.
  - c. Coverage Mapping & Gap Analysis
    - i. Produce heatmaps highlighting compliant vs. non-compliant zones per AHJ thresholds.
    - ii. Summarize root causes (path loss, isolation limits, construction attenuation).
    - iii. Define coverage objectives to achieve code compliance and operational reliability.
  - d. Deliverables (Task 1)
    - i. Signal Gap Study Report (PDF) with heatmaps and tabulated results.
    - ii. VIPER coverage objectives and acceptance thresholds for the design phase.
    - iii. Preliminary donor site short-list and risk/benefit notes.
- 2. Task 2 — DAS Recommendation & Potential Locations
  - a. Architecture Recommendation
    - i. Select Active, Hybrid, or Passive Bi-Directional Amplifier (BDA)-based Public Safety DAS based on building size/complexity and measured losses.
    - ii. Specify required filtering, gain, and oscillation detection/shutdown to protect the VIPER network.
    - iii. Define survivability (battery backup) and monitoring requirements (alarming, supervisory).
  - b. Location Recommendations
    - i. Donor antenna on roof with directional alignment to the authorized VIPER site and sufficient isolation to avoid oscillation.
    - ii. Headend/BDA in secure, conditioned space main distribution frame / intermediate distribution frame (MDF/IDF) with 24-hour monitoring and emergency power.
    - iii. Antenna node placements per floor with emphasis on life-safety and RF-challenged areas; identify riser and pathway needs.
  - c. Governance & Coordination
    - i. Prepare submittal package for County VIPER POC/OEMS as required (authorization to operate, talkgroup/frequency considerations).
    - ii. Engage AHJ for pre-approval of ERCES approach and acceptance test plan.
    - iii. Outline commissioning constraints to avoid interference to VIPER towers.
  - d. Deliverables (Task 2)
    - i. Recommendation Report (PDF) with annotated floor plans indicating donor/headend and antenna node candidates.
    - ii. Draft AHJ and VIPER coordination submittals.
- 3. Task 3 — Public Safety DAS Design (Construction-Ready)
  - e. RF Engineering
    - i. Detailed link budgets for uplink and downlink including margin and AGC behavior.
    - ii. Modeled coverage with predicted heatmaps per floor; antenna types, downtilt, and Effective Isotropic Radiated Power (EIRP) settings.
    - iii. Headend/BDA specification (Class A/B as applicable), filters, and gain plans to meet code without degrading VIPER.
- 4. Code & Safety Compliance
  - a. IFC/IBC/NFPA-compliant monitoring points, alarm integration, and battery autonomy (12–24 hours per AHJ).

- b. Fire-rated cable pathways and survivability levels where required.
  - c. Acceptance testing protocol: grid testing, uplink verification, isolation checks, fail-safe tests.
5. Deliverables (Task 3)
- a. Stamped design package and construction drawing set PDF and editable CAD file
  - b. Construction drawings: reflected ceiling plans (RCP), antenna layouts, risers, and rack elevations.
  - c. Bill of Materials (BOM), cable schedules, labeling scheme, and commissioning procedures.
  - d. Final AHJ/VIPER submittal set and as-built templates.
  - e. Commissioning and Acceptance Test Plan (ATP).

### **Meetings, Coordination, and Project Management**

#### **Meetings and Coordination**

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

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

#### **MicroStation/GEOPAK**

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

#### **Permitting Fees**

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

#### **Project Schedule**

Plans shall reach a level of completeness necessary to apply for permits and approvals by November 7, 2026.

### **ARTICLE II - Additional Services**

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

### **ARTICLE III – Excluded Services**

- Subsurface Utility Engineering (SUE) and location\

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

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

- Survey Control Data
- Front end documents including bond forms, bid forms, and minority business forms
- Timely building access, escorts, and floor plans (CAD/PDF).
- Any required VIPER authorizations are governed by the County VIPER POC/OEMS and are outside the designer's sole control.
- Permitting fees, construction, hardware procurement, and post-install maintenance are excluded from this SOW unless added by change order.

#### **ARTICLE V – Fee for Services**

##### Project Fee

A lump sum fee for SCM feasibility, construction drawings, VIPER Study, and DAS integration will be a total of **\$290,000**.

**Approval**

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

This proposal is approved by Client. The attached Standard Terms and Conditions to Proposal are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of the Client.

Approved by Client:

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

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Date

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

Approved by Client:

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Anita Radcliffe, Finance Officer  
Beaufort County Board of Commissioners

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Date

Approved by RK&K:

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B. Keith Skinner  
Partner, RK&K

---

Date

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

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated March 2, 2026. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. No warranties regarding the fitness, timeliness, or quality of professional services or work product are offered and no such warranties are implied.
3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, Client shall be liable for all reasonable costs, expenses, and attorney fees associated therewith.
4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

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

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

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

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

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

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

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

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

6. RK&K will assist any necessary audit process through Beaufort County if necessary.

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

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

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

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

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



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Manager's Office  
**Presenter:** Brian Alligood, County Manager  
**Agenda Title:** Town of Belhaven Request for Inclusion in Rescue Service Tax District

**Summary of Information:** The Town of Belhaven is served by County EMS. The County provides EMS services with Rescue Service Tax Districts that tax at 5 cents per \$100 of valuation, or less in some areas. The Town is not included in the Rescue Service Tax District and supports EMS services by paying directly to the County the equivalent of the tax. The Town wishes to now be included in the Rescue Service Tax District and have the County assess the service tax directly to property owners.

Attached is a resolution from the Town of Belhaven asking this to be done. The process to do this requires approval by the Board of Commissioners, a public report and a public hearing. A calendar of required tasks is attached.

The County has previously done this for the Towns of Bath and Pantego.

**Submitter Recommendation/Motions:** Authorize staff to proceed with the required tasks needed to include the Town of Belhaven in the Rescue Service Tax District effective July 1, 2026.

**Attachments:**

1. Town of Belhaven Resolution
2. Calendar of Events



**RESOLUTION BY THE TOWN OF BELHAVEN AGREEING TO ALLOW THE TERRITORY LYING WITHIN THE CORPORATE LIMITS OF THE TOWN OF BELHAVEN TO BE INCLUDED IN THE PANTEGO TOWNSHIP RESCUE SERVICE TAX DISTRICT**

WHEREAS, the Beaufort County Board of Commissioners recognizes multiple rescue service tax districts, including the Pantego Township Rescue Service Tax District, and;

WHEREAS, North Carolina General Statute 153A-302 requires that the governing body of a municipality agree by resolution to allow territory lying within its corporate limits to be included in a service district, and;

WHEREAS, the territory lying within the corporate limits of the Town of Belhaven is currently being served by County EMS services that are funded by tax revenues generated by the Town of Belhaven, and;

WHEREAS, the territory lying within the corporate limits of the Town of Belhaven is not included in the Pantego Township Rescue Service Tax District, and;

WHEREAS, the governing body of the Town of Belhaven wishes to financially support the County EMS services that are currently being provided to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Belhaven agrees to allow the territory within its corporate limits to be included in the existing Pantego Township Rescue Service Tax District and asks Beaufort County to take the appropriate steps to cause this to occur.

Adopted this 9<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

# 2026

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1. April 15, 2026 – Provide public notice and address information to vendor for mailing
2. May 4, 2026 – Public notice mailed to property owners (at least 4 weeks prior to public hearing)
3. May 18, 2026 – Report available in Clerk’s office (at least 2 weeks prior to public hearing)
4. May 23, 2026 – Publish notice of public hearing in newspaper (not less than 1 week before hearing)
5. June 1, 2026 – Public hearing held
6. June 8, 2026 – Adopt tax district expansion
7. July 1, 2026 – Effective date of tax district expansion



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Manager's Office  
**Presenter:** Brian Alligood, County Manager  
**Agenda Title:** USDA Lease Extension

**Summary of Information:** The USDA currently leases office space at 155-B Airport Road from the County. The current lease expires on July 31, 2026. The USDA wishes to extend the lease for an additional 5-year period, through July 31, 2031.

Attached is an email from the UDSA Realty Specialist with the proposed extension terms.

**Submitter Recommendation/Motions:** Approve the proposed lease extension terms and authorize staff to execute a new lease agreement.

**Attachments:**

1. USDA Lease Extension Proposal

**From:** [Sullins, Sharon - FPAC-FBC, NC](#)  
**To:** [Brian Alligood](#)  
**Cc:** [kate.mosher@beaufortcountync.gov](mailto:kate.mosher@beaufortcountync.gov)  
**Subject:** USDA Lease Extension Proposal for 155-B Airport Road Washington NC  
**Date:** Wednesday, March 25, 2026 12:58:11 PM  
**Attachments:** [Washington NC USDA Lease File.pdf](#)

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**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 afternoon, Brian

The current USDA facility lease at 155-B Airport Road in Washington is set to expire on July 31, 2026. USDA would like to extend the lease for an additional five-year term, through July 31, 2031.

**Current lease details:**

- 4,581 Rentable Square Feet
- Total Rental Rate: \$13.22 per RSF
- Annual Rent: \$60,557.16
- Monthly Rent: \$5,046.43

**Proposed Extension Terms (August 1, 2026 – July 31, 2031)**

- 4,581 Rentable Square Feet
- Total Rental Rate: \$18.00
  - Shell Rate: \$10.00
  - Operating Rate: \$8.00
- Annual Rent: \$82,458.00
- Monthly Rent: \$6,871.50

\*Please note that USDA now requires rental rates to be itemized into Shell and Operating components, as reflected above.

We invite you to review this proposal and either accept the terms or provide a counteroffer. If submitting a counteroffer, please ensure the Shell and Operating Rates are broken out separately.

A copy of your current lease is attached for reference. Thank you, and we look forward to your response.

Respectfully,

*Sharon*

Sharon Sullins

Realty Specialist, Warranted, East

Management Services Division| Lease Acquisition and Administration Branch



U.S. DEPARTMENT OF AGRICULTURE

Farm Production and Conservation – Business Center

4405 Bland Road

Raleigh, NC 27609

O: (919) 873-2085

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Manager's Office  
**Presenter:** Brian Alligood, County Manager  
**Agenda Title:** NC Department of Public Safety - Division of Juvenile Justice Lease Agreement

**Summary of Information:** The County currently leases approximately 1,555 SF of office space at 132 North Market Street to the NC Department of Public Safety - Division of Juvenile Justice. Provision of office space at no cost for Juvenile Justice is required by statute. The current lease expired at the end of January 2026 and the State wishes to renew the lease for a 3-year term.

**Submitter Recommendation/Motions:** Approve the lease renewal and authorize staff to execute the required documents for the same.

**Attachments:**

1. Lease Agreement

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF BEAUFORT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between, **COUNTY OF BEAUFORT**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981, and as amended on September 8, 1999, and December 7<sup>th</sup>, 1999, and October 6, 2020; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Washington, County of Beaufort**, North Carolina, more particularly described as follows:

**Being approximately +/-1555 net square feet of Office Space located at 132 North Market Street, Washington, Beaufort County, North Carolina and further described in the floor plan, "Exhibit A" (the "Premises").**

**(NC Department of Public Safety – Division of Juvenile Justice)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1<sup>st</sup> day of February 2026** (the "Commencement Date"), or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31<sup>st</sup> day of January 2029**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollar per annum to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Maintenance of lawns, landscaping, sidewalks, paved areas, snow removal and disposal of trash, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. All pesticides must be applied by a licensed technician.
- D. Janitorial and service, and supplies; provide that such services shall only be furnished on weekdays when Lessor's offices are open.
- E. Parking for a minimum of: Free public parking lot adjacent to building.
- F. Premises shall be generally accessible to persons with disabilities. This shall include access into the Premises from parking areas (where applicable), access into the Premises via any common areas of the building and access to a restroom suitable for use by disabled persons.
- G. Any fire or safety inspection fees shall be paid by Lessor.
- H. Any storm water fees and land transfer tax shall be paid by Lessor.
- I. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- J. Lessor agrees to the terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and also the "Specifications for Non-advertised Lease", attached hereto and incorporated herein as **Exhibit B**.

4. During the Term, Lessor shall keep the Premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light tubes, and fixture ballasts, lenses covers, fixtures, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. Lessor shall be responsible for the cost of any repairs necessitated by Lessee's negligence or misuse of the Premises. , after notice in writing from Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor

reserves the right, after giving prior notice, to enter and inspect the Premises, at reasonable times and to make necessary repairs to the Premises.

5. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles, and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

6. The Lessee shall have the right during the Term, with Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter, or within thirty (30) business days.

7. If the Premises be destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

8. Lessor agrees that Lessee's decision to self-insurance satisfies all insurance requirements of the lease applicable to the lessee.

9. As between Lessee and Lessor, Lessee, subject to terms of this Lease, will be primarily liable for negligent or intentional acts or omissions of its officers and employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"); pursuant to which Lessee may be liable within the terms of the Act for the torts of its officers, employees and agents. Accordingly, with regard to Lessee's lease of the Premises, its liability for any claims arising from any accident, injury, or damage whatsoever, however caused to any person or persons or to the property of any person, persons, corporation or corporations shall be within the coverage of the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

10. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

11. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, their successors, and permitted assigns.

12. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event, Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: **Brian M. Alligood- Beaufort County Manager**  
**121 W 3<sup>rd</sup> Street**  
**Washington, NC 27889**

to Lessee: **North Carolina Department of Public Safety**  
**Attn: Real Property Agent- Tina Bradley**  
**4227 Mail Service Center**  
**Raleigh, North Carolina 27699-4227**

w/copy to: **State Property Office**  
**Attn: Manager, Leasing and Space Planning Section**  
**1321 Mail Service Center**  
**Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person or company.

16. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

17. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. The parties to this Lease agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The

parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

19. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

20. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. No provision hereof shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

21. It is understood and agreed that Lessor prior to the Commencement Date or at such other date as specified herein shall, construct, upfit, and/or repair the Premises and thereafter to maintain the same, in accordance with (a) the approved floor plan attached hereto and incorporated herein as **Exhibit A**; and (b) "Specifications for Non-advertised Lease", attached hereto and incorporated herein as **Exhibit B**; and (c) the Building Improvement List, attached hereto and incorporated herein as **Exhibit C**; and (d) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises. If applicable, Lessor shall provide Lessee, prior to Lessee taking possession of the Premises, with a copy of any certificate of occupancy, compliance or completion issued by the appropriate governmental authority.

22. North Carolina General Statute § 133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

**[signatures begin on the following page]**

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the dates outlined in the notary acknowledgments below.

**LESSOR:**  
**BEAUFORT COUNTY**

By: \_\_\_\_\_  
Brian Alligood/County Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Franklin County personally came before me this day and executed the foregoing instrument for the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LESSEE:**

**STATE OF NORTH CAROLINA  
North Carolina Department of Administration**

By: \_\_\_\_\_  
Tymica Dunn/Director  
Director of Purchasing & Logistics

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County of \_\_\_\_\_ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is the Director of the State Property Office of the Department of Administration for the State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

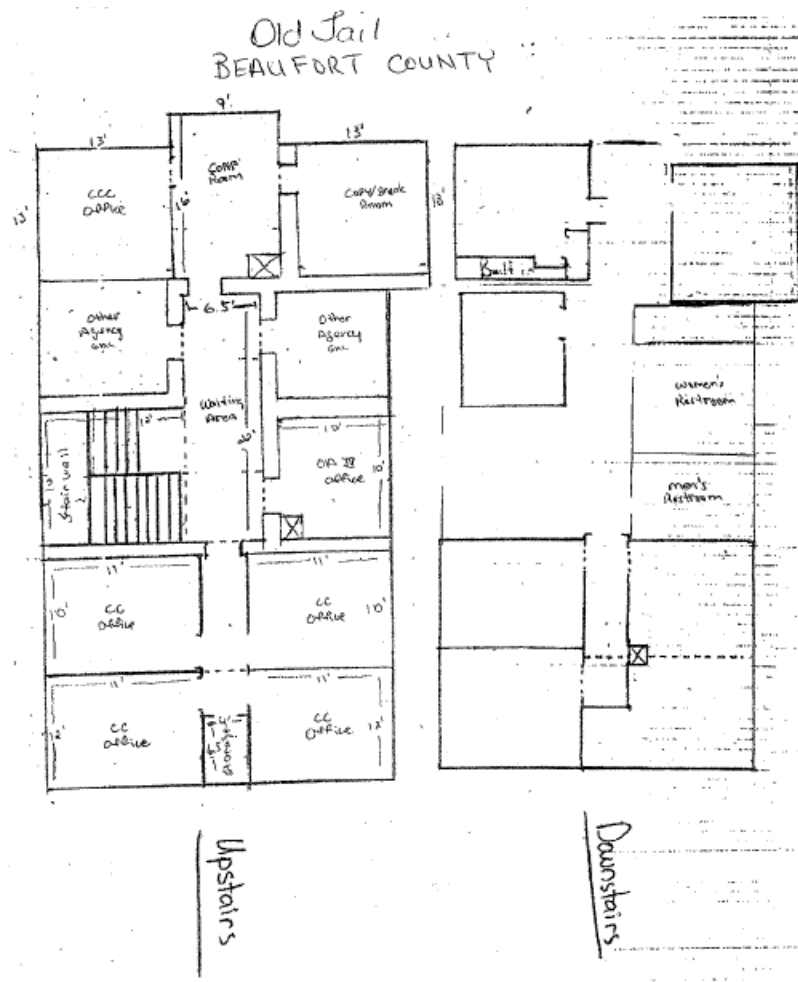
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 2026.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit A – Floor Plan**



## Exhibit B

### **SPECIFICATIONS FOR NON-ADVERTISED LEASE**

1. A floor plan to scale or a plan with room dimensions is required. The plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors, and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
10. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
11. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
12. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
13. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

**Lessor is in agreement with the above conditions and the conditions of the also signed “proposal to Lease to the State of North Carolina” Form PO-28.**

\_\_\_\_\_  
Signature of the Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of the Lessor



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Tandy Dunn  
**Agenda Title:** Updating and Codifying County Ordinance

**Summary of Information:** It has been 15 years since Beaufort County has codified and updated the County Ordinances. Commissioner Dunn would like to hold a discussion about codifying, updating and adding County Ordinances to the County website to make it more accessible and user friendly.

**Submitter Recommendation/Motions:** Staff will follow the Board's direction.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Hood Richardson  
**Agenda Title:** Resolution of Support to Increase Penalties for Those Who Sell Illegal Drugs

**Summary of Information:** Commissioner Richardson would like the Board to consider approving the attached resolution entitled "Resolution of Support to Increase Penalties for the Sale of Illegal Drugs".

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

**Attachments:**

1. Resolution of support to increase penalties for those who sell illegal drugs

## **RESOLUTION OF SUPPORT TO INCREASE PENALTIES FOR THE SALE OF ILLEGAL DRUGS**

**WHEREAS:** The illegal use of drugs is becoming ubiquitous across all age and ethnic groups in the United States,

**WHEREAS:** The illegal use of drugs has caused great harm in the form of physical and mental health to individuals, families and governments,

**WHEREAS:** The financial cost to the operation of government programs to serve illegal drug users is substantial and is growing,

**WHEREAS:** This cost includes more than half the expense of operating the criminal and civil justice systems, this includes jails and welfare systems dedicated to the protection of the public at large,

**WHEREAS:** Efforts, consisting of current laws and regulations, have been marginally effective in reducing the sale and illegal use of drugs.

**THEREFORE:** Be it resolved the Beaufort County Board of Commissioners request the Legislature to pass laws targeting those who sell or take compensation for providing drugs for illegal use to include; (1) A minimum guaranteed incarceration of ten years for those who receive compensation for providing drugs for illegal use in any amount, sentencing may be reduced a maximum of 20 percent of the maximum penalty for providing information leading to the arrest and conviction of drug dealers, (2) A maximum security prison be constructed for the exclusive purpose of housing those convicted of selling drugs, (3) Persons sentenced shall not be eligible for early release under any condition.

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Frankie Waters, Chairman  
Beaufort County Board of Commissioners

This resolution is to be provided to all members of the North Carolina House and Senate and to the 99 other Boards o commissioners in the State of North Carolina.



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Hood Richardson  
**Agenda Title:** Audit Report for All Entities Beaufort County Provides Money To

**Summary of Information:** Commissioner Richardson would like the Board to approve requesting an audit report from all entities Beaufort County provides money to.

**Submitter Recommendation/Motions:** Motion to require an audit report from all entities Beaufort County provides money to.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Hood Richardson  
**Agenda Title:** Tax Revenue Neutral

**Summary of Information:** Commissioner Richardson will talk about tax revenue neutral.

**Submitter Recommendation/Motions:** N/A

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Hood Richardson  
**Agenda Title:** State Budget New Hospital Proposal

**Summary of Information:** Review the State of North Carolina budget proposal to build a new hospital in Beaufort County. Copies of the proposed budget to be presented to the Commissioners.

**Submitter Recommendation/Motions:** N/A

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Items for Discussion - Commissioner  
**Presenter:** Commissioner Stan Deatherage  
**Agenda Title:** The United States of America Must Continue to Enforce Immigration Codes to Protect Our Citizens

**Summary of Information:** Commissioner Deatherage would like the Board to discuss the following: The United States of America Must Continue to Enforce Immigration Codes to Protect Our Citizens.

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

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Closed Session

**Presenter:** Brian Alligood, County Manager

**Agenda Title:** Closed Session: Property Acquisition - NCGS 143-318.11(a)(5)

**Summary of Information:** A motion is needed to go into closed session under NCGS 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

**Submitter Recommendation/Motions:** Recommend motion to go into closed session.

**Attachments:**

None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Closed Session  
**Presenter:** Chairman Frankie Waters  
**Agenda Title:** Closed Session - Personnel

**Summary of Information:** A motion is needed to go into closed session under NCGS 143-318-11(a)(6) to consider the qualifications, competence, performance, condition and appointment of a public officer or employee or prospective public officer or employee.

**Submitter Recommendation/Motions:** Recommend motion to go into closed session.

**Attachments:**  
None



Beaufort County  
Agenda Abstract

**Meeting Date: 4/6/2026**

**Agenda Section:** Commissioner Comments  
**Presenter:** Katie Mosher, Clerk to the Board of Commissioners  
**Agenda Title:** Commissioner 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 Recommendation/Motions:** N/A

**Attachments:**  
None