



**CARTERET COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
COMMISSIONERS' BOARDROOM
JULY 20, 2020
6:00 P.M.**

- | | | |
|------|--|----------|
| I. | Meeting Called to Order/Pledge of Allegiance/Invocation | Chairman |
| II. | Conflict of Interest/Cell Phone Statement | Chairman |
| III. | Adoption of Agenda | Board |
| IV. | Consent Agenda | Board |
| | 1. Approval of Minutes | |
| | a. June 1, 2020 | |
| | b. June 15, 2020 | |
| | 2. Tax Releases and Refunds | |
| | a. Tax Releases Under \$100 | |
| | b. Tax Releases Over \$100 | |
| | c. Tax Refunds Under \$100 | |
| | d. Tax Refunds Over \$100 | |
| | e. Tax Collector's Monthly Report | |
| | f. NCVTS Motor Vehicle Refund Report | |
| | 3. Approval of Contract with Moffatt & Nichol for FEMA Engineered Beach & Static Line Exception Reports & Authority for the Chairman to Execute the Contract | |
| | 4. Adoption of Library Policies | |
| | a. Policy for Authors and Publishers | |
| | b. Circulation and Access Policy | |
| | c. Internet & Wi-Fi Access Policy | |
| | d. Collection Development Policy | |
| | e. Citizen Request for Reconsideration of Library Material | |
| | 5. Approval of Resolution in Memory of Commissioner Marvin Jonathan Robinson | |
| | 6. Approval to Purchase a Lease Accounting Subscription with LeaseQuery & Approval for Chairman to Execute Supporting Documents | |
| | 7. Approval of Renewal of Contract with Hope Mission Foundation to Provide Recovery Services at the Jail | |
| | 8. Approval of Budget Amendments: | |
| | a. Carteret Community College to Roll-Forward Funds for Uncompleted Projects: \$418,130 | |
| | b. Public Works Roll-Forward Funds for the Hibbs Acres Capital Project: \$565,000 | |
| | c. COVID-19 Recovery Act Funds: \$1,348,328 | |
| | 9. Approval of Amendment to County Purchasing Policy | |
| | 10. Request to Accept Additional Funding—Agreement Addendum 403 WIC, Revision 1, & Approval of Corresponding Budget Amendment: \$9,538 | |

11. Approval of Engineering Services Contract with Atlantec Engineering & Approval of Corresponding Budget Amendment: \$20,000
 12. Approval of the Following Contracts for the Tax Department:
 - a. Contract with Pictometry for Real Estate Imagery
 - b. Contract with Vincent Valuations for Commercial Appraisal Valuations
 - c. Contract with Vincent Valuations for Reappraisal Services for the 2024 Reappraisal
 13. Covid Funding: Approval of Two Temporary Public Health Nurses & Approval of Corresponding Budget Amendment: \$80,000
-
- V. Presentation by Senator Norm Sanderson Senator Sanderson
 - VI. Presentation of Resolution in Memory of Commissioner Marvin Jonathan Robinson Commissioner Wheatly
 - VII. Approval of Application to Request the Naming of the North River Bridge to the Commissioner Jonathan Robinson Bridge Chairman Smith
 - VIII. Public Comment
 - IX. Public Hearing: Bond Order Authorizing the Issuance of \$42,000,000 General Obligation School Bonds Dee Meshaw
 - a. Adoption of the Bond Order
 - b. Adoption of the Resolution Setting a Special Bond Referendum
 - X. Manager's Report Tommy Burns
 - XI. Contract Issue: Commissioner Chadwick Rob Wheatly
 - XII. Appointments Board
 - Aging Planning Board
 - Carteret County 911 Communications Advisory Board
 - Carteret County Community College
 - Carteret County Library Board
 - Carteret County Planning Commission
 - Coastal Carolina Regional Airport Authority
 - Cultural & Recreational Advisory Board
 - Juvenile Crime Prevention Council
 - NCACC Annual Conference Voting Delegate
 - Scenic Byway Committee
 - Waterways Management Committee
 - XIII. Commissioners' Comments
 - XIV. Adjournment

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
I.

Meeting Date:
20-Jul-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Meeting Called to Order/Pledge of Allegiance/Invocation

Brief Summary:

Pastor Don Hadley of First Baptist Church of Beaufort, will provide the invocation.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department

Attachments:

Staff Contact:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
II.

Meeting Date:
20-Jul-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Conflict of Interest Statement

Brief Summary:

The Chairman will call for any conflicts of interest, based on the following statement:

"In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict. Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before the Board this evening? If so, please identify the conflict and refrain from any undue participation in the particular matter involved."

The Chairman will also remind everyone to turn off their cell phones.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

If Commissioners have a conflict of interest with any agenda items, they will make it known at this time. If so, The Board will need to vote to allow a Commissioner to recuse himself from voting on a particular matter.

BACKGROUND

Originating Department	Attachments:
_____	1 _____
	2 _____
	3 _____
Staff Contact:	4 _____
_____	5 _____

REVIEWED BY

County Manager _____	County Attorney _____
Clerk to the Board _____	ACM/Finance Director _____

CARTERET COUNTY
Board of Commissioners

Meeting Date:
20-Jul-20

Presenter:
Chairman Smith



Agenda Item
III.

ITEM TO BE CONSIDERED

Title: Adoption of the Agenda

Brief Summary:

The Chairman will call for a motion to adopt the agenda as presented (or amended).

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adopt the agenda as presented (or amended).

BACKGROUND

Originating Department	Attachments:
_____	1 _____
	2 _____
	3 _____
Staff Contact:	4 _____
_____	5 _____

REVIEWED BY

County Manager	_____	County Attorney	_____
Clerk to the Board	_____	ACM/Finance Director	_____

- IV. Consent Agenda
 - 1. Approval of Minutes
 - a. June 1, 2020

**COUNTY OF CARTERET
BOARD OF COMMISSIONERS
REGULAR SESSION – 6:00 P.M.
SUPERIOR COURTROOM
JUNE 1, 2020**

The Honorable Carteret County Board of Commissioners sat in regular session on Monday, June 1, 2020 at 6:00 p.m. Present were: Chairman Bill Smith, Commissioners Robin Comer, Bob Cavanaugh, Jimmy Farrington, Mark Mansfield, and Ed Wheatly.

I. MEETING CALLED TO ORDER/PLEDGE OF ALLEGIANCE/INVOCATION

Chairman Smith called the meeting to order and shared that for the first time in twenty-two and a half years, the Carteret County Board of Commissioners will be called to order without the presence of Commissioner Jonathan Robinson. All present recited the Pledge of Allegiance. Pastor Carswell of Parkview Baptist Church provided the invocation.

Chairman Smith requested a moment of silence in honor of Commissioner Robinson and his family.

II. CONFLICT OF INTEREST/CELL PHONE STATEMENT

Chairman Smith called for any conflicts of interest by the Board and asked that all cell phones be turned off.

III. ADOPTION OF AGENDA

Motion: Chairman Smith made a motion to amend the agenda to include a closed session for the permitted purpose of discussing attorney-client privilege as item XII.; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Motion: Commissioner Comer made a motion to adopt the agenda as amended; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

The agenda was as follows:

**CARTERET COUNTY
BOARD OF COMMISSIONERS
SUPERIOR COURTROOM
JUNE 1, 2020
6:00 P.M.**

- I. Meeting Called to Order/Pledge of Allegiance/Invocation
- II. Conflict of Interest/Cell Phone Statement
- III. Adoption of Agenda
- IV. Consent Agenda
 1. Approval to Reclassify an Accounting Assistant Position in Social Services to an Income Maintenance Caseworker III

Chairman Mansfield
Chairman Mansfield
Board
Board

2. Approval of the Annual Software & Support Maintenance Renewal for the Avenu Finance & Tax Enterprise Software and Authority for the County Manager to Execute the Contract
3. Approval of Acceptance of CARES Act Grant Funding to Assist Public Transportation with Loss of Revenue Due to COVID-19
4. Approval of Memorandum of Understanding with Sampson County for Continuity of Emergency Communications in Case of System Becoming Temporarily Disabled
5. Approval of County Funding Plan for the Juvenile Crime Prevention Council Community Programs
6. Approval of Carteret County Public Library Bylaws
7. Approval of Workers Compensation, Property and Liability Insurance
8. Approval of the Memorandum of Understanding ("MOU") for Operation of the Newport Library
9. Approval of Extension of Memorandum of Agreement ("MOA") in Support of the Dix Crisis Intervention Center in Jacksonville, NC
- V. Public Hearing Establishing a South River/Merrimon EMS District Special Tax
 - Adoption of Resolution Establishing the District
- VI. Public Hearing to Receive Public Comment on the Fiscal Year 2020-2021 County Government Budget
- VII. Introduction of Carteret Community College's New President, Dr. Tracy Mancini
- VIII. Presentation of Carteret County Public Schools' 2020-21 Budget Request
- IX. Continued Budget Discussion
- X. Approval of Resolution in Support of Directing the County Board of Elections to Place a Question on the November 2020 Ballot in Support of a Quarter-Cent County Sales & Use Tax and Outlining the Uses of the Potential Revenue
- XI. Commissioners' Comments
- XII. *Closed Session for the Permitted Purpose of Discussing (a) (3) Attorney-Client Privilege (item added as amended)*
- XIII. Adjournment

Stephen Rea

Mike Curtis &
Dr. Tracy Mancini
Richie Paylor

Tommy Burns &
Dee Meshaw
Board

Board

IV. CONSENT AGENDA

Motion: Commissioner Mansfield made a motion to adopt the consent agenda; seconded by Commissioner Farrington. **Motion carried unanimously.**

The Consent Agenda was as follows:

1. Approval to Reclassify an Accounting Assistant Position in Social Services to an Income Maintenance Caseworker III

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
 Consolidated Human Services Director
 cindy.holman@carteretcountync.gov



Clinton W. Lewis
 DSS Director
 Consolidated Human Services Deputy Director
 clint.lewis@carteretcountync.gov
Stephanie M. Cannon, MPA
 Health Director
 Consolidated Human Services Deputy Director
 stephanie.cannon@carteretcountync.gov

TO: Carteret County Board of Commissioners
FROM: Cindy Holman, Consolidated Human Services Director
SUBJECT: Reclassification of Position
DATE: June 1, 2020

The Carteret County Department of Social Services is requesting your permission to reclassify one existing position (which is currently vacant) from an Accounting Assistant to an Income Maintenance Caseworker III (Lead Worker). While the reclassification increases the "grade" of the position 2 levels and the base pay would result in a fiscal change of approximately 11%, the actual cost of the position in county dollars is reduced because of the rate of reimbursement. The Accounting Assistant is reimbursed at approximately 50%, but the IMC III Lead Worker would be reimbursed at the 75% Medicaid rate.

Please see below:

Current Position	Salary	Reimbursement %	Reimbursement to County	Cost to County
Accounting Assistant	\$31,266.09	50%	\$15,633.05	\$15,633.05

Proposed Position	Salary	Reimbursement %	Reimbursement to County	Cost to County
IMC III—Lead Worker	\$35,130.58	75%	\$26,347.93	\$8,782.65

County cost would be reduced by \$6,850.40 and this reclassification would support our efforts to use existing resources in the most efficient, effective, and meaningful way to accomplish the work of the department.



Department of Social Services — 210 Craven Street • PO Box 779 • Beaufort, NC 28516
 Tel (252) 728-3181 / Main Fax (252) 648-7462 / Legal Unit Fax (252) 648-7463
 Public Health Department — 3820-A Bridges Street • Morehead City, NC 28557
 Tel (252) 728-8550 / Fax (252) 222-7739



- Approval of the Annual Software & Support Maintenance Renewal for the Avenu Finance & Tax Enterprise Software and Authority for the County Manager to Execute the Contract

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
 IT Director
 Information Technology



252-728-8506
 ray.hall@carteretcountync.gov
 http://www.carteretcountync.gov

To: Board of Commissioners
From: Ray Hall, IT Director
Date: June 1, 2020
Subject: Avenu Finance & Tax Software Maintenance Renewal

Attached for your approval is an annual software and support maintenance renewal for the Avenu Finance and Tax enterprise software that runs on the County's IBM AS/400 mid-frame system. This covers all support, updates, patches, repairs, and technical support for the primary Finance and Tax software which is also used by all departments for annual budgeting, procurement, and expenses. The monthly expense is \$10,450.56 and covers Fiscal Year 2020; 07/01/2020 – 06/30/2021.

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

3. Approval of Acceptance of CARES Act Grant Funding to Assist Public Transportation with Loss of Revenue Due to COVID-19

CARTERET COUNTY TRANSPORTATION DEPARTMENT

Randy Cantor
Director of Public Transportation



Tel: (252) 240.1788
Fax: (252) 240.2513
randy.cantor@carteretcounty.gov

To: Board of Commissioners
From: Randy Cantor, Transportation Director
Date: June 1, 2020
Subject: CARES Act Grant Funding

The Federal Government has designated funding from the CARES Act to directly assist Public Transportation with loss of revenue due to Covid-19. These funds are supplied through NCDOT to all transit systems within the State.

Carteret County has been appropriated the amount of \$240,298. These funds have no match and are being offered to offset revenue losses by supplementing items such as employees' salaries, both full-time and part-time, as well as other reimbursable items such as cleaning and disinfecting supplies, safety shields for vehicles, maintenance on vehicles and other necessary expenses that revenues typically pay for.

Invoicing of this grant will happen in July after expenses and revenues have been determined for the 4th quarter.

4. Approval of Memorandum of Understanding with Sampson County for Continuity of Emergency Communications in Case of System Becoming Temporarily Disabled

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAMPSON, NORTH CAROLINA
AND THE COUNTY OF CARTERET, NORTH CAROLINA**

This MEMORANDUM OF UNDERSTANDING made and entered into on this 1st day of June, 2020 by and between Sampson County, North Carolina ("Sampson") and Carteret County, North Carolina ("Carteret").

WITNESSETH:

WHEREAS Sampson and Carteret are both bodies corporate and politic existing pursuant to the laws of the State of North Carolina; and

WHEREAS, Sampson and Carteret do operate Primary Public Safety Answering Points (PSAPs)/911 emergency communications systems; and

WHEREAS, during times of natural disaster and other unpredictable events, each party's communications system could become temporarily disabled; and

WHEREAS, the parties herein desire to set forth in this Memorandum of Understanding ("MOU") (or "Agreement") the terms by which Sampson and Carteret may utilize the other's 911 emergency communications centers in such event, in order to ensure continuity of emergency communications and dispatch services for the benefit of the citizens of Sampson County and Carteret County.

1.0 PURPOSE

The purpose of this MOU is to establish the formal terms whereby Carteret utilizes Sampson as its backup 911 center, currently located at 107 Underwood Street in Clinton, North Carolina, during such times as Carteret may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP AND whereby Sampson uses Carteret as its backup 911 center, currently located at 300 North 12th Street, Morehead City, NC during such times as Sampson may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP, subject to the terms of this MOU.

2.0 CONDITIONS

2.1 The services provided as a result of this MOU are considered services to the general public and this MOU shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties. The parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and the acts of its

employees performing the service under this Agreement shall be acts of the employees of that entity alone. Each entity agrees that in the performance of this service, its employees shall not require nor be entitled to any compensation rights or benefits of any kind whatsoever from any other entity to this Agreement including but not limited to tenure rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation, or severance pay.

- 2.2 Each party hereto shall obtain and complete all permits, consents, approvals and authorizations required from all governmental entities and regulatory bodies, and all filings and notices required in connection with the services or use of its own equipment or facilities required by this MOU. Each party hereto represents that any such permits, consents, approvals, and authorizations have been obtained and are in full force and effect, and there is no reason why any future permits, consents, approvals, authorizations or orders cannot be obtained as needed.
- 2.3 The cost of operating each PSAP and the costs of providing the services and fulfilling the terms of this MOU shall remain the responsibilities of the respective parties.
- 2.4 Any and all equipment provided by each party remains the property of the respective parties. Each party is responsible for the upkeep of their own equipment.
- 2.5 This MOU applies to emergency requests for service, regardless of the method of delivery (e.g., phone, text, multimedia, etc.) that are unable to be answered at the primary PSAP and, therefore, are routed to the backup PSAP.

3.0 RESPONSIBILITIES OF EACH PARTY

3.1 Responsibilities of Sampson

- 3.1.1. Sampson agrees to provide physical space for placement and use of equipment needed for Carteret to provide 911 functions to its citizens.
- 3.1.2. Sampson agrees to provide antenna space for Carteret to install necessary radio equipment.
- 3.1.3. Sampson agrees to provide space in its recording system to capture all telephone and radio traffic associated with Carteret during Carteret's use of its backup PSAP at Sampson's expense.
- 3.1.4. Sampson agrees to provide data connectivity (internet) at the Sampson location for Carteret's data use.
- 3.1.5. Sampson agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.
- 3.1.6. Sampson agrees to provide key or other methods of access to Carteret so that Carteret will have access to Sampson should the need arise for Carteret to vacate its primary PSAP.
- 3.1.7. Sampson agrees to give Carteret's 911 Director as much notice as practicable when circumstances require the use of the Carteret PSAP.
- 3.1.8. Sampson agrees to process all Carteret "calls" during a catastrophic failure until such time as Carteret personnel can reach the Sampson PSAP and resume operations.
- 3.1.9. Sampson agrees to work with Carteret to help train Sampson telecommunicators in call take and dispatch methods for Carteret.

3.2 Responsibilities of Carteret

- 3.2.1. Carteret agrees to provide physical space for placement and use of equipment needed for Sampson to provide 911 functions to its citizens.
- 3.2.2. Carteret agrees to provide antenna space for Sampson to install necessary radio equipment.
- 3.2.3. Carteret agrees to provide space in its recording system to capture all telephone and radio traffic associated with Sampson during Sampson's use of its backup PSAP at Carteret's expense.
- 3.2.4. Carteret agrees to provide data connectivity (internet) at the Carteret location for Sampson's data use.
- 3.2.5. Carteret agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.
- 3.2.6. Carteret agrees to provide key or other methods of access to Sampson so that Sampson will have access to Carteret should the need arise for Sampson to vacate its primary PSAP.
- 3.2.7. Carteret agrees to give Sampson's 911 Director as much notice as practicable when circumstances require the use of the Sampson PSAP.
- 3.2.8. Carteret agrees to process all Sampson "calls" during a catastrophic failure until such time as Sampson personnel can reach the Carteret PSAP and resume operations.

3.2.9 Carteret agrees to work with Sampson to help train Carteret telecommunicators in call take and dispatch methods for Sampson.

4.0 MUTUAL COVENANTS AND AGREEMENTS

Both parties covenant and agree to the following:

- 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.
- 4.2 Warranty. The parties hereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all its several provisions.
- 4.3 Modification. This Agreement shall only be modified, amended, or supplemented, by a written instrument signed by both parties to this Agreement.
- 4.4 Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable, and the remainder of the Agreement shall continue in full force and effect.
- 4.5 Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
- 4.6 Term. The term of this Agreement shall commence upon execution by both parties on _____ or sooner if facilities, equipment, and staff are ready and will continue until one of the parties delivers a notice of intent to terminate at least ninety (90) days months prior to the end of the noticing party's fiscal budget year.
- 4.7 Termination. Either may terminate this Agreement by delivering to the other party a notice of its intent to terminate ninety (90) days prior of the end of the noticing party's fiscal budget year. Any such notice shall be delivered by registered or certified mail and shall be addressed as follows:

Edwin W. Causey Sampson County Manager 406 County Complex Road Clinton, NC 28382	Tommy Burns Carteret County Manager 302 Courthouse Square Beaufort, NC 28516
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- 4.8 Non-Discrimination. Neither party hereto shall discriminate on the basis of race, religion, creed, color, gender, or national origin.
- 4.9 Other Agreements. Nothing herein shall prevent either party to this Agreement from entering into other agreements or MOUs with other counties or local governmental entities in relation to the same subject matter herein.
- 4.10 Remedies. This Agreement shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a subsequent enforcement.
- 4.11 Indemnity. Each party shall indemnify, defend, and hold one another harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by such party or any of its respective officers, directors, agents or employees.
- 4.12 Failure of Grant Funding. It is mutually understood that both Sampson and Carteret will rely on grant awards to fund their respective obligations under this MOU. Notwithstanding the provisions of Section 4.7 hereof, either party may immediately and without advance notice terminate this Agreement in the event that said party does not receive a grant award sufficient to fund said party's obligations hereunder. The determination as to whether a grant award is sufficient to fund a party's obligations under this MOU shall be in the terminating party's sole discretion.

IN WITNESS WHEREOF, Sampson and Carteret have caused this Agreement to be approved or ratified in the manner prescribed by law and have authorized execution by the officers below.

SAMPSON COUNTY

CARTERET COUNTY

Edwin W. Causey, County Manager

Tommy Burns, County Manager

ATTEST:

ATTEST:

Susan J. Holder, Assist. County Manager
Clerk to the Board

Rachel Hammer, Clerk to the Board

5. Approval of County Funding Plan for the Juvenile Crime Prevention Council Community Programs

Carteret County
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 208,110 Local Match: \$ 112,117 Rate: 30%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenue
			County Cash Match	Local Cash Match	Local In-Kind				
1	Structured Day - Boys&Girls Club	\$87,853			\$33,918		\$121,771	28%	
2	Teen Court/Restitution & Community Service - Boys&Girls Club	\$57,959			\$19,442		\$77,401	25%	
3	Building Bridges Home Based - Easter Seals UCP	\$54,736	\$50,600		\$8,157		\$113,493	52%	
4	Carteret JCPC Administration	\$7,562					\$7,562		
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	TOTALS:	\$208,110	\$50,600		\$81,517		\$320,227	35%	

The above plan was derived through a planning process by the **Carteret County** Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY **20-21**.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type: Initial plan update final
 DPS Use Only

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

 5/12/2020
 Chairperson, Juvenile Crime Prevention Council (Date)

06/01/20
 Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/04/2016

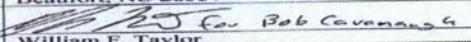
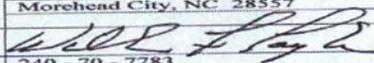


Contract for Professional Services Template

This Contract for Professional Services is entered into by and between Carteret County JCPC Council, (hereinafter referred to as the Agency), and William F. Taylor, (hereinafter referred to as the Contractor).

The Agency and the Contractor do mutually agree as follows:

- 1. Term of Agreement.** This agreement shall become effective July 1, 2020 and shall terminate **June 30, 2021**. This contract may be terminated by either party by providing a thirty days written notice to the other party.
- 2. Payment to Contractor.** Agency and Contractor agrees upon these rates as reimbursed fees: the services will be delivered at the rate of \$ 25.00 per hour (Indicate type of unit service), not to exceed \$2,500.00 for the term of this contract. The Contractor must submit a monthly request for reimbursement to the Agency documenting the actual time worked.
- 3. Funding.** All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.
- 4. Taxes.** The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.
- 5. DPS JCPC Policy and Procedure.** The Contractor shall adhere to all DPS JCPC standards, policies, and procedures related to the provision of the program's service type.
- 6. Responsibilities of Contractor.** The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.
 - A. Attend monthly meetings, record minutes of each meeting and submit a written copy of the minutes to the Council for approval.
 - B. Prepare and submit all correspondence relating to the business of the JCPC.
 - C. Maintain all records and files.

Program Administrator or Authorized Agent Name and Title:	Bob Cavanaugh, Chair Carteret County Juvenile Crime Prevention Council		
(Agency) Mailing Address:	Courthouse Square Beaufort, NC 28557		
Signature:		Date:	4/27/2020
Contractor Name:	William F. Taylor		
(Contractor) Mailing Address:	2104 Evans Street Morehead City, NC 28557		
Signature:		Date:	4/27/20
Contractor Social Security Number:	240 - 70 - 7783		

Carteret County

NC DPS - Community Programs - County Funding Plan

Available JCPC Funds: \$ 168,736 Local Match: \$ 91,149 Rate: 10%
 Raise the Age Expansion Funds: \$ 26,132

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

#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS-RJA Expansion Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total
					County Cash Match	Other Local Cash Match	Local In-Kind			
1	Structured Day - Boys/Girls Club	\$75,453	\$62,453	\$13,000			\$19,037		\$94,490	
2	Teen Court/Restitution - Boys/Girls Club	\$55,047	\$53,047	\$2,000			\$19,442		\$74,489	
3	Building Bridges - Home Based & Counseling Services	\$54,736	\$47,236	\$7,500	\$50,600		\$2,070		\$107,406	
4	JCPC Certification	\$6,004	\$6,000	\$4					\$6,004	
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TOTALS:		\$191,240	\$166,736	\$22,504	\$50,600		\$40,549		\$267,389	

The above plan was derived through a planning process by the Carteret County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 19-20

Amount of Unallocated JCPC Funds _____
 Amount of Unallocated RJA Expansion Funds _____
 Amount of funds reverted back to DPS \$3,628 Expansion
 Discretionary Funds added _____
 Check type: Initial plan Update Final

[Signature] 5/12/2020
 Chairperson,
 Juvenile Crime Prevention Council (Date)

[Signature] 06/01/20
 Chairperson, Board of County Commissioners
 or County Finance Officer (Date)

—DPS Use Only—

Reviewed by _____ Date _____
Area Consultant

Reviewed by _____ Date _____
Program Assistant

Verified by _____ Date _____
Designated State Office Staff

6. Approval of Carteret County Public Library Bylaws

Carteret County Public Library System Board of Trustees Bylaws

Article One: Establishment & Identification

The Carteret County Public Library System Board of Trustees exists by virtue of the provision of North Carolina General Statute 153A, Article 14, and exercises the powers delegated to it by the Carteret County Board of Commissioners. The Library Board of Trustees performs the duties of an advisory board as outlined herein and serves as a liaison between the library, local government, and the community.

Article Two: Membership

Section 1: The Library Board of Trustees shall consist of seven (7) members and should be selected to ensure that the Library Board remains diverse with respect to gender, age, ethnicity, economic status, profession, experience, skills, and abilities, when possible. Library Board Trustees shall be appointed by the Carteret County Board of Commissioners as follows:

- a) One (1) member from each of the six (6) county voting districts as identified by the Carteret County GIS Department.
- b) One (1) County Commissioner serving for a term coincident to their elected term of office.
- c) The Library Director, County Manager, and County Finance Officer will serve as ex-officio, non-voting members of the Library Board of Trustees.

The Board of Commissioners may remove a trustee at any time and for any reasons it deems necessary.

No member of the Board shall use the resources, business, finances, or contracts of the Library for personal use or profit.

Criteria:

Trustees must be in good standing regarding any use of library materials. Trustees should commit to represent members of their communities. Trustees should understand the role and basic tenets of Public Libraries. Trustees should commit to serve as active stewards for the growth and success of the Library.

Section 2: Each member shall be appointed for a term of three (3) years. Terms will start on July 1, the beginning of the Carteret County Government fiscal year. No member shall serve more than two terms, regardless of whether those terms are consecutive. Appointment to any portion of a vacant term shall not count toward the (2) two term limit. Four (4) of the members will initially be appointed to a one (1) year term, two (2) members will be appointed to a two (2) year term and one (1) member to a three (3) year term in order to provide for staggering terms.

Section 3: The position of a Library Board of Trustee that has been absent from two (2) consecutive regular meetings or over 50% of the meetings in a given year, except for reasons of illness or other equivalent circumstances, will be considered vacant, unless the Library Board votes to petition the Board of Commissioners for a waiver of the attendance policy.

So as to not be counted absent, and at the approval of the board chair, members may call in to or use other electronic means for meeting attendance so that they may participate. These resources should not become the primary means of participation for members.

Section 4: In the event of a vacancy on the Library Board, the vacancy shall be filled by the Board of Commissioners for the unexpired term of the member creating the vacancy.

Section 5: Immediate family members of county employees or county elected officials are not eligible to serve on the Library Board of Trustees.

Article Three: Officers

Section 1: Officers shall be elected by vote of the committee members for one (1) year terms at the annual meeting of the Library Board of Trustees and will be as follows: Chair, Vice-Chair, and Secretary. In case of a vacancy in any office the Trustees at its next regular or called meeting will nominate and elect a successor from its membership.

Section 2: The Chair shall preside at all meetings, appoint all committees, and authorize called meetings. The Vice-Chair shall preside at meetings and handle such other duties as necessary in the absence of the Chair. In case of vacancy of the Chair, the Vice-Chair shall serve until the Trustees elect a Chair. The Secretary will send notices and agenda materials to the Library Board of Trustees, post meeting notices, keep a true and accurate account of all board meetings and distribute minutes to members of the board. The Secretary will provide for the safekeeping of all minutes of the meetings and will send copies to the office of the County Manager and Clerk to the Board of Commissioners in compliance with the North Carolina Public Records Law. The Secretary will also notify the Carteret County Board of Commissioners of any vacancies.

Article Four: Meetings

Section 1: The regular meetings of the Library Board of Trustees will be held on the third Thursday of January, April, June, August, and October at a Carteret County Public Library branch at a time to be determined by the Chair.

Section 2: All Board meetings and all committee meetings shall be held in compliance with Article 33C of the NC General Statutes re: Meetings of Public Bodies.

Section 3: A quorum for the transaction of business at any meeting shall consist of four (4) members of the Carteret County Library Board of Trustees present.

Section 4: The annual meeting, which will be for the purpose of the election of officers and reviewing the annual budget, shall be held at the time of the regular meeting in June of each year.

Section 5: Special Meetings may be called by the Chair, or by the written request of four (4) board members, or the Library Director for the transaction of business stated in the call for the meeting.

Section 6: The rules contained in Robert's Rules of Order, latest revised edition, shall govern the parliamentary procedure of the meetings, in all cases in which they are not inconsistent with these bylaws and any statutes applicable to the Carteret County Library Board of Trustees.

Section 7: Persons who wish to address the Board on some matter must notify the Chair of the Board of Trustees or the Library Director at least one (1) week prior to the meeting to be placed on the agenda.

Section 8: The order of business for regular meetings will include, but not be limited to, the following items:

- Call to Order
- Public Comment
- Approval of the Minutes
- Director's Report
- Unfinished Business
- New Business
- Friends of the Library Report
- Adjournment

Article Five: Committees

Committees may be appointed by the chairperson as the need arises. There are no standing committees of the Carteret County Public Library Board. The Library Director will serve as an ex-officio, non-voting member of all committees.

Article Six: Duties and Responsibilities

The delegated duties and responsibilities of the Carteret County Public Library Board of Trustees are:

- a) Maintain knowledge of and support library adherence to state and national standards for library service, including the North Carolina Public Library Standards and those of the American Library Association and the Public Library Association.

- b) Understand and promote the mission and vision of the public library in the community, and advocate for equal and unrestricted access to library services and materials for all in the community.
- c) In consultation with the Library Director, make suggestions on library services and policies.
- d) In consultation with the Library Director, make recommendations concerning the acquisition, construction, and/or improvement of buildings, or other service points, for the library system.
- e) To review the library budget, as prepared by the Library Director.

Article Six: Amendments

Amendments to these bylaws maybe proposed at any regular meeting and will be voted upon at the next regular meeting. Written notice of the proposed amendment(s) will be sent to all board members at least ten (10) days prior to the voting session. A simple majority of the Library Board will be sufficient for adoption of the amendment. Such an amendment would then be subject to approval by the Board of Commissioners.

Article Seven: Library Director

The Library Director is the executive officer of the Carteret County Public Library System and has general supervision and responsibility of the branches under the direction of the Board of Commissioners through the County Manager. The Library Director shall be responsible for: the care and maintenance of the library buildings, resources, and equipment, for the employment, direction, and evaluation of the staff, for the effectiveness of the Library's services to the community, and for the operation of the library under the financial conditions set forth in the Carteret County annual budget.

7. Approval of Workers Compensation, Property and Liability Insurance

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-8424
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 1, 2020
Subject: Workers' Compensation, Property and Liability Insurance

For your consideration is a request to renew Workers' Compensation, property and liability insurance coverage with NC Association of County Commissioners for fiscal year 2020. The annual insurance premiums are \$762,850, with \$340,312 in Workers' Compensation premiums and \$422,538 in property and liability premiums. The funding is included in the FY21 recommended budget. Staff recommends renewing our insurance with NC Association of County Commissioners. This will be effective July 1, 2020 through June 30, 2021.

8. Approval of the Memorandum of Understanding ("MOU") for Operation of the Newport Library

This Instrument Was Prepared By:
C. E. Wheatly, III
Wheatly Law Group, PA
P O Box 360, Beaufort, NC 28516

Return Recorded Document To:
C. E. Wheatly, III
Wheatly Law Group, PA
P O Box 360, Beaufort, NC 28516

MEMORANDUM OF UNDERSTANDING

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

THIS MEMORANDUM OF UNDERSTANDING made and entered into this ____ day of May, 2020 by and between Carteret County, a Body Politic, hereinafter referred to as "County", Party of the First Part, and The Town of Newport, a Municipal Corporation, hereinafter referred to as "Newport", Party of the Second Part;

WITNESSETH:

WHEREAS, Newport is operating a library which is located north of Howard Boulevard and to the west of the Town Hall of Newport.

WHEREAS, County is in the process of creating its own library system and Newport wishes its library to be used by the County to provide library services to its citizens and others.

WHEREAS, County and Newport do hereby agree that the County will assume the operations of the library in Newport, in its current facility. County will staff the library and County will provide certain services in its sole discretion.

WHEREAS, the current library has approximately 4,272 square feet of heated area and approximately 544 square feet of unheated area.

THEREFORE, in order to accomplish the goals as above set forth, the parties do hereby agree to wit:

1. This agreement shall extend for twenty (20) years from the date of this Memorandum and will automatically renew each and every successive year unless terminated as hereinafter set forth.

2. Prior to the commencement of County assuming the operation of said library, Newport will repair or replace the roof, the gutters, and replace all stain ceiling tiles in the building. After the repairs are made, County will assume all maintenance responsibility for the exterior and interior of the building. Newport will be responsible for mowing, landscaping, and keeping up the parking lot, together with all access roads.
3. Newport will keep the library and building and all building components insured. In the event there is a fire, flood, or other catastrophe, Newport will be responsible to repair or replace said building and any and all damaged components. In the event Newport is unable to repair same, this agreement will terminate.
4. The users of the library shall be permitted to park in the areas currently designated for said library and Newport will maintain the parking area in a suitable condition making sure the paved area and any and all access roads are kept in a maintained, all weather condition.
5. County will operate the library with the staff it has, or may acquire, and will have sole and absolute control of how the library is managed and operated.
6. In the event conditions change, and for any other reason, either party may terminate this agreement by giving the other party ninety (90) days' notice of its intent to terminate. Upon termination, County will vacate the property leaving same in a condition similar to which existed at the time County assumed control of the building, reasonable wear and tear excepted. County will be responsible for the repair of the interior of the building during the term of this agreement.
7. This agreement may only be modified with written agreement between the parties.

IN WITNESS WHEREOF, said Parties set their hand and seal this day and year first above written.

CARTERET COUNTY

By: _____
Chairman, Bill Smith

ATTEST:

By: _____
Clerk to the Board, Rachel Hammer

TOWN OF NEWPORT

By: _____
Town Mayor, Dennis Barber

ATTEST:

By: _____
Town Clerk, Kelley Caldwell

*Carteret/Newport
Memorandum of Agreement
Page 3 of 3*

9. Approval of Extension of Memorandum of Agreement ("MOA") in Support of the Dix Crisis Intervention Center in Jacksonville, NC

MEMORANDUM OF AGREEMENT
Between
ONSLOW COUNTY
And
CARTERET COUNTY
And
CrAVEN COUNTY
And
CITY OF JACKSONVILLE, N.C.
And
TRILLIUM HEALTH RESOURCES
And
ONSLOW MEMORIAL HOSPITAL
And
CARTERET HEALTH CARE
For
Operation Costs and Advisory Board Membership
related to the Dix Crisis Intervention Center in
Jacksonville, N.C.

RECITALS:

WHEREAS, Onslow County ("Onslow") manages a consolidated human services agency that addresses the health, safety, and well-being of the citizens of Onslow County; and

WHEREAS, Carteret County ("Carteret") has a consolidated human services board, that addresses the health, safety, and well-being of the citizens of Carteret County;

WHEREAS, Craven County's ("Craven") public health department addresses the health, safety, and well-being of the citizens of Craven County.

WHEREAS, City of Jacksonville ("Jacksonville") is the largest municipality in Onslow County and will be the locale where the Dix Crisis Intervention Center ("Center") as described within this MOA will be situated;

WHEREAS, Trillium Health Resources ("Trillium") is a public managed care organization responsible for oversight and management of mental health, intellectual/developmental disabilities and substance use/addiction (MHIDD/SA) services for Onslow, Carteret, and Craven, among other counties, pursuant to contracts with the North Carolina Department of Health and Human Services; and

WHEREAS, the Parties are committed to working collaboratively to address the growing behavioral health and crisis intervention needs in Onslow, Carteret, and Craven ensuring sustainability through stewardship of the communities' assets, collaborating in order to improve access across the entire continuum of care, and promoting wellness and health to benefit the communities; and

WHEREAS, Onslow is the owner of a building located at 215 Memorial Drive, Jacksonville, North Carolina (hereinafter the "Property"). The Property will be the site of the Center. The primary goal of the Center will be to provide citizens of Onslow, Carteret, Craven and Jacksonville with crisis prevention, response, and stabilization services and support related to addiction and/or mental health concerns as an alternative to emergency department visits; and

WHEREAS, it is anticipated that Onslow, with the use of funds made available by the State of North Carolina in its 2017-2018 budget, will renovate the current building located on the Property so that it complies with all regulations and rules and can be utilized for its intended purpose as a facility based crisis intervention center; and

WHEREAS, the parties of this agreement desire to contribute funding to Trillium to assist with the operational costs of the Center in an effort to ensure its sustainability; and

WHEREAS, Trillium is agreeable to using one hundred percent (100%) of the money contributed pursuant to this MOA to Trillium by the parties of this agreement towards the operational costs of the Center;

WHEREAS, the Parties recognize that the Center will serve citizens of Onslow, Carteret, Craven and other communities. The Parties further recognize that Onslow, Carteret, Craven and Jacksonville need to be good stewards of their resources as it relates to providing funding related to the Center, and as such agree that an advisory committee will need to be created to ensure that the Center is operating in such a manner as it serves its intended purpose.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. INTENT

This Memorandum of Agreement ("MOA" or "Agreement") is entered into by and between Onslow, Carteret, Craven, Jacksonville, Trillium, Onslow Memorial Hospital and Carteret Health Care (collectively, the "Parties") and establishes the respective responsibilities of the Parties for the operation of the Center following the up-fit of the Center.

II. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, rules, and regulations, including, but not limited to, N.C.G.S. §§ 159-1 *et seq.* the N.C. Local Government Budget and Fiscal Control Act, as well as all requirements governing the receipt, distribution and expenditure of DMH/DD/SAS grant funding.

III. OBLIGATIONS OF ONSLOW. Onslow shall:

- A. Commit \$375,000 per year for fiscal years 20-21 and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory Committee;

IV. OBLIGATIONS OF CARTERET. Carteret shall:

- A. Commit \$300,000 per year for fiscal years 20-21 and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory Committee;

V. OBLIGATIONS OF CRAVEN. Craven shall:

- A. Commit \$300,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory Committee;

VI. OBLIGATIONS OF JACKSONVILLE. Jacksonville shall:

- A. Commit \$100,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one city council member as representatives to serve on the Advisory Committee;

VII. OBLIGATIONS OF TRILLIUM: Trillium shall:

- A. Commit any and all funds received from the parties of this agreement pursuant to this MOA and apply said funds towards the operation costs of the Center;
- B. In accordance with law, select and contract with a qualified provider to handle the operations of the Center;
- C. Oversee the provider selected to handle the operations of the Center to ensure that the Center is operated in prudent and efficient manner and in such a way as the Center is serving its intended purpose;

VIII. OBLIGATIONS OF ONSLOW MEMORIAL HOSPITAL: Onslow Memorial Hospital (OMH) shall:

- A. Commit \$200,000 in kind services per year for fiscal years 20-21, and 21-22 to Trillium. This in kind funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one member of the staff or Board of OMH as a representative to serve on the Advisory Committee;

IX. OBLIGATIONS OF CARTERET HEALTH CARE: Carteret Health Care (CHC) shall:

- A. Commit \$100,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one member of the staff or Board of the hospital as a representative to serve on the Advisory Committee;

X. CREATION OF ADVISORY COMMITTEE: The Parties are contributing monies to Trillium that are to be used for operational costs associated with the Center. The Parties further recognize that Onslow, Carteret, Craven and Jacksonville have a vested interest in ensuring that said contributions are serving its intended purpose. OMH and CHC have a vested interest in ensuring that those in need of services that can be more appropriately handled at the Center, rather than in their respective emergency departments, will benefit its patients and the citizens of Onslow, Carteret, and Craven. As such the Onslow Carteret Craven Oversight Advisory Committee (OCCOC) is hereby established, the membership of which shall be as follows: Onslow—1 county commissioner; Carteret—1 county

commissioner; Craven—1 county commissioner; Jacksonville—1 city council member; OMH—1 member; CGH—1 member. County membership shall be appointed by their respective Board of Commissioners. Jacksonville membership shall be appointed by its Council. Hospital membership shall be appointed by their respective Board of Directors. Onslow, Carteret, Craven and Jacksonville shall rotate the chairmanship of the Advisory Committee on a yearly basis. The Advisory Committee shall meet at least quarterly to receive reports from the provider servicing the Dix Crisis Intervention Center. Additionally, the Advisory Committee shall on a yearly basis evaluate whether the Center is serving its intended purpose and vote as to whether the Advisory Committee has either "Confidence" or "No Confidence" in the operation of the Center in accordance with its intended purpose. Trillium agrees to provide the Advisory Committee with access to inspect the financial records pertaining to the operation of the Center, as well as a report of the numbers of individuals admitted into the Center, and the average length of the stay for each reporting period. The Advisory Committee shall also receive a report from Trillium, or its provider, detailing the number of individuals who sought admission into the Center but were denied, and the reason for any such denial. In addition to voting yearly on whether the Advisory Committee has either "Confidence" or "No Confidence" in the operation of the Center, the Advisory Committee shall:

- A. Shall provide a list of deficiencies that led to its vote of "No Confidence" and provide thirty (30) days to submit a plan of correction that is found to be acceptable by the Committee. If the plan of correction is deemed to be an acceptable course of action the Committee shall reconvene at such times as it deems appropriate to determine whether to terminate this MOA in accordance with Paragraph XI;
- B. Provide recommendations to Trillium and the operations provider relative to the expenditure of State, County, City and local revenues to address the issue of mental health and addiction in Onslow, Carteret, and Craven Counties;
- C. Annually recommend a budget for the operation of the Center and identify public and private resources to operate the Center;
- D. Prepare an annual report to the Onslow County Board of Commissioners, Carteret County Board of Commissioners, Craven County Board of Commissioners, and the Jacksonville City Council relative to the impact the Center is having and the success or lack thereof relative to addressing the needs of persons within Onslow, Carteret, and Craven Counties that suffer from addiction or mental health issues;
- E. Recommend actions, programs, and operational protocols relative to the Center;
- F. Meet with State and local agencies involved in mental health and addiction issues and establish priorities and programs for Carteret, Craven, and Onslow Counties;
- G. Provide, upon request, periodic reports to the County Commissioners and the City Council relative to various matters related to the operation of the Center.

XI. TERM AND TERMINATION:

- A. Effective Date and Term. This Agreement shall become effective upon complete execution by all Parties and shall expire on June 30, 2022 ("Term"). This Term may be extended only by written agreement of all the Parties.
- B. Voluntary Termination. This Agreement may be voluntarily terminated at any time upon the mutual consent of all Parties or in the event of a vote of "No Confidence" by a majority of the members of the Advisory Committee which is not corrected through an approved plan of correction.

XII. MISCELLANEOUS PROVISIONS:

- A. Independent Contractor. Despite any provisions of this Agreement to the contrary, the Parties agree that each is an independent contractor, and the Parties' relationship under this Agreement or any act and/or omission shall not be construed to be or create a partnership, agency, joint venture, franchise, association, or employment relationship.
- B. Assignment and Subcontracting. No Party shall have the right to assign, subcontract or further delegate its obligations hereunder without the prior written consent of the other Parties.
- C. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by an authorized representative of each Party.
- D. Invalid Provisions; Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited, unenforceable, or not authorized shall be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision. In such case, such determination shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision or term of this Agreement is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the Parties agree that a construction or interpretation which renders the term or provision valid shall be favored.
- E. Waiver of Breach. No covenant, term, condition, or undertaking contained in this Agreement may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Agreement, despite any such forbearance or indulgence. The waiver by any Party of a breach of any of the provisions of this Agreement by any other Party shall not be construed as a continuing waiver of such provision, or as a waiver of any subsequent breach by the breaching Party.
- F. Governing Law; Construction. This Agreement has been accepted and performed in the State of North Carolina. This Agreement and the rights and obligations of the Parties hereto shall be construed under and governed by the laws of the State of North Carolina, without giving effect to principles of conflict of laws. All Parties have consulted with counsel of their choice, or have been afforded the opportunity to consult with such counsel and have declined to do so, in the negotiation and preparation of this Agreement. This Agreement has been prepared by counsel for Onslow as a convenience to the Parties, and, therefore, no provision of this Agreement, whether unclear, ambiguous, or otherwise, shall be construed adversely to Onslow merely by virtue of the fact of its preparation by counsel for Onslow.

- G. Indemnification. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. To the extent permitted by applicable law, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Party and its officers, agents, servants, employees and indemnitees, against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses arising out of or related to the bodily injury or death of any person, the unauthorized or inappropriate use or disclosure of any confidential or protected health information, the violation of any copyright, trademark, or patent rights of any third party, or the damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of the Indemnifying Party, its officers, employees, or former employees. Notwithstanding any language to the contrary, each of the governmental parties to this MOA do not waive any of its defenses, including but not limited to, immunity.
- H. Binding Effect. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, heirs, and legal representatives of such Party.
- I. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or justifying any liability, claim, or cause of action, however alleged or arising, by any third party against any Party.
- J. Headings. The section headings used herein are for reference and convenience only, and shall not affect the meaning, construction, or interpretation of this Agreement.
- K. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given when received if personally delivered and when transmitted if transmitted by confirmed facsimile transmission, electronic mail, or similar electronic transmission method, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving Party at the following address:

Onslow:

Carteret:

Craven:

Jacksonville:

OMH:

CHC:

Receipt of such notice shall be deemed effective one business day after it is sent if sent by recognized express mail, and two (2) business days after it is sent if sent by first class certified mail, return receipt requested, with postage prepaid.

- L. Authority to Bind Parties. The individuals signing this Agreement on behalf of the Parties represent and warrant that they are empowered and duly authorized to bind the Party on whose behalf they are signing this Agreement.
- M. Incorporation of Recitals. The recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language.
- N. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures. This Agreement may be executed by facsimile or electronic signatures, which for all purposes shall be deemed to constitute originals.

WITNESS WHEREOF, the Parties hereto have executed this Agreement in accordance with its terms, effective upon complete execution by all of the Parties.

ONSLOW COUNTY

BY: _____

JACKSONVILLE

BY: _____

CHC

BY: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

Onslow County Finance Officer _____

Carteret County Finance Officer _____

Craven County Finance Officer _____

City of Jacksonville Finance Officer _____

CARTERET COUNTY

BY: Chairman William H. Smith _____

OMH

BY: _____

CRAVEN COUNTY

BY: _____

V. PUBLIC HEARING: ESTABLISHING A SOUTH RIVER/MERRIMON EMS DISTRICT SPECIAL TAX

Mr. Stephen Rea discussed the process for establishing a special tax in the South River EMS District. He shared that there are 605 people in this district where service is needed and not feasible through normal property tax.

Motion: Commissioner Comer made a motion to go into public hearing; seconded by Commissioner Mansfield. **Motion carried unanimously.**

Wayne Striker, 118 Hidden Harbor Lane, Merrimon: Mr. Striker shared that he didn't know too much about what was going on, but had a couple of questions. Mr. Striker inquired if it was just going to be paramedics, and if there will be a team of paramedics; it will probably be 24-hour shifts with six men; is there any chance you can consider making the firemen paramedics?

Mr. Rea stated that right now, you have a fire agency that's there - the South River Fire Department; they are going to maintain their contract with the County as a fire department. They requested that the County come in and take over just the EMS portion of their district.

Mr. Striker asked if you were going to put paid personnel there for saving lives as far as EMS, how much more would it cost to add fire? Commissioner Mansfield responded that it may evolve to that, but right now, they were starting with just the EMS portion.

Mr. Striker asked if the tax was just going to be for the Merrimon people? Mr. Rea replied that the tax is for the EMS district out in South River that goes from Open Grounds all the way to the end of South River.

Mr. Striker asked if the people in town pay a tax on EMS and fire services. Mr. Rea said that there are other special districts that have EMS and collect an EMS tax – one of them is the Atlantic/Sea Level area. They have a special EMS tax with the Down East EMS

agency. We also have Broad & Gales Creek that has a special EMS tax for the Broad and Gales Creek district.

Commissioner Comer asked Mr. Rea to explain that districts are statutorily geographic areas. Mr. Rea explained that they had 14 EMS districts in Carteret County that take care of a certain district for personnel and EMS; there are 22 fire districts within Carteret County.

Commissioner Mansfield requested that Mr. Rea do a re-cap of what they had been discussing at the past few meetings regarding South River.

Mr. Rea explained in the last two meetings, what we discussed is that the South River personnel is aging out and they're not getting new personnel in to help with their volunteer status of EMS. The statutes of North Carolina are that the County is responsible for EMS service and we do our EMS service through contracts with different agencies, non-profit agencies, municipal agencies, and things of that nature. What we've asked is that either Beaufort EMS comes in to provide that service for the South River area and the manpower to do it, or possibly putting in County personnel. It is more cost-effective for Beaufort EMS to come in and provide that service within South River. Mr. Rea addressed a rumor about a 20- or 25-minute response time because they would have to come from Beaufort; that's not the case; we're going to have Beaufort stage some of their personnel within the South River area.

Mr. Striker responded that he is for the EMS; they've been in the neighborhood three times in the last two months, once when he broke his nose. He shared that he is for it, just a little worried about what the tax is going to bring us.

Motion: Commissioner Wheatly made a motion to go out of public hearing; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Chairman Smith entertained a motion to adopt the Resolution establishing the district. Chairman Smith stated with no motion being heard, the motion would be tabled.

Commissioner Mansfield asked Mr. Rea if there was time to table the item. Mr. Rea stated that there was not; this special tax would have to be put in place at budget time so it has to be set; you have to have a tax rate that's set prior to July 1st.

Commissioner Comer asked if he could make a comment. He stated that this was Commissioner Robinson's district, and he thought everyone was kind of silent because it was his district. Typically, the EMS and Fire we take close to heart because we're close with the folks there and after talking to Commissioner Robinson a lot about this, he felt like this was a move that needed to be taken for the benefit of the citizens in this district; paramedic service is paramount for the safety and health of the area.

Motion: Commissioner Comer made the motion to approve the Resolution in support of establishing the EMS sales tax district; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy Burns
Clerk to the Board
Rachel B. Hammer

**RESOLUTION
IN SUPPORT OF A SPECIAL TAX DISTRICT
FOR SOUTH RIVER/MERRIMON**

WHEREAS, there is a need for Emergency Medical Services (EMS) within the district of South River-Merrimon Fire and EMS District (District); and

WHEREAS, the population for the South River-Merrimon EMS District is 605 persons as of the 2010 census; and

WHEREAS, it is impractical or impossible for this service to be provided by Carteret County Countywide due to contracts throughout the County to provide EMS by individual agencies; and

WHEREAS, it is not economically feasible to provide service within the District without unreasonable or burdensome annual tax levies on other citizens within Carteret County that will not benefit from the services; and

WHEREAS, there is demonstrable need to provide the life safety services of EMS in the District for the citizens that reside within the district.

THEREFORE, BE IT RESOLVED that Carteret County Commissioners are to set a Special Tax for EMS to not exceed fifteen cents (\$.15) on the one hundred-dollar (\$100) valuation of property, for the purpose of EMS protection within the district. One cent (\$.01) ad valorem tax is equivalent of fifteen thousand four hundred eighty-one dollars and fifty-two cents (\$15,481.52) as of March 2020.

ADOPTED, this the 1st day of June 2020.

Bill Smith, Chairman

ATTEST

Rachel Hammer
Clerk to Commissioners

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly

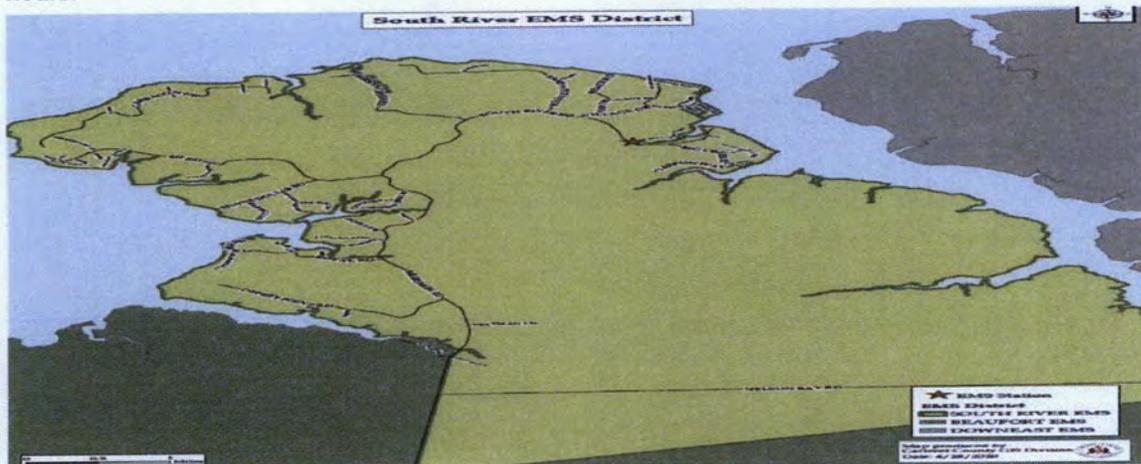


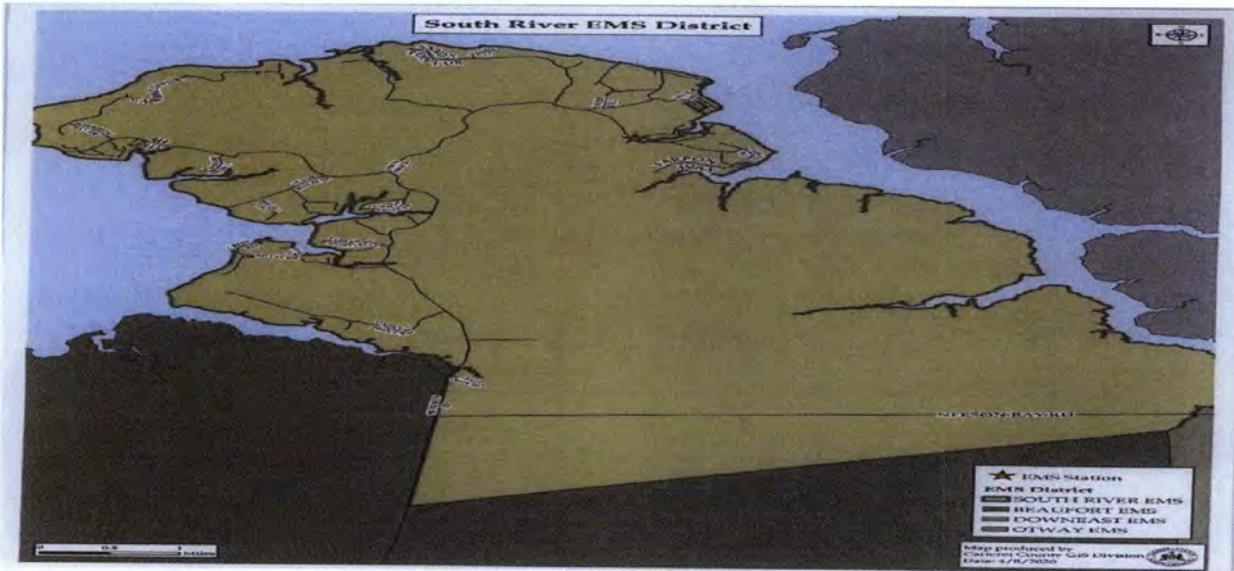
County Manager
Tommy R. Burns
Clerk to the Board
Rachel B. Hammer

**PUBLIC NOTICE
CARTERET COUNTY
PUBLIC HEARING TO ESTABLISH A SOUTH RIVER/MERRIMON
EMS DISTRICT SPECIAL TAX**

A public hearing is scheduled for June 1, 2020 for discussion of a Special Tax for Emergency Medical Services in the South River/Merrimon EMS District. The hearing will be held during a scheduled meeting of the Carteret County Board of Commissioners. The meeting begins at 6:00 p.m. and will be held in the Carteret County Commissioners' Boardroom, 302 Courthouse Square, Beaufort, North Carolina.

A map of the District is shown below. The Statement providing information on the proposed special tax creation is available for public inspection in the office of the Clerk to the Carteret County Board of Commissioners at 302 Courthouse Square, Beaufort, NC during normal business hours.





VI. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE FISCAL YEAR 2020-2021 COUNTY GOVERNMENT BUDGET

Motion: Commissioner Comer made a motion to go into public hearing to receive comment on the 2020-2021 County budget; seconded by Commissioner Mansfield. **Motion carried unanimously.**

No one wished to speak in public comment.

Motion: Commissioner Mansfield made a motion to go out of public hearing; seconded by Commissioner Comer. **Motion carried unanimously.**

VII. INTRODUCTION OF CARTERET COMMUNITY COLLEGE'S NEW PRESIDENT, DR. TRACY MANCINI

Commissioner Comer shared that Mr. Michael Curtis, Chairman of the Board of the Carteret Community College, would introduce Dr. Tracy Mancini, the new President of Carteret Community College.

Mr. Curtis first expressed his condolences to the family of Commissioner Jonathan Robinson, and to the Commissioners. He stated that Commissioner Robinson was an advocate; admired his tenacity and confidence. Mr. Curtis commented that Commissioner Robinson always had a sense of what was right especially for the maritime community and for the schools in this County; he will be missed.

Mr. Curtis introduced Dr. Tracy Mancini who is the sixth President of Carteret Community College. Dr. Mancini has her bachelor's degree from William & Mary; her master of arts in English from the University of North Florida, a master in theological studies from Duke University, a specialty education degree from Wingate University, and she has her

doctorate in education from Wingate University. She has worked at the College for the past three years, and she truly is a leader at the College. We're so proud to have her.

Dr. Mancini thanked the Board of Commissioners and the Carteret Community College Trustees that came tonight to show their support, and for their confidence in her in the position. She also expressed appreciation to the Commissioners for their support. Dr. Mancini expressed condolences on behalf of the faculty and staff for the passing of Commissioner Robinson. She thanked the Board of Commissioners for their support of the operating and capital budgets at the College, particularly the Hospitality and Culinary Arts Center. She shared that it was a challenging time to become the President with the pandemic, the economic hardships that have followed for so many residents of Carteret County, and with the impending hurricane season. Dr. Mancini stated that she wants to assure Commissioners that they are preparing for whatever will come their way. She shared that she is proud to say that most of their students have completed the spring semester; we pivoted very quickly to on-line course delivery and all but a handful completed. This past week, we started summer session on time. We are offering many classes through on-line delivery, but we do have some hands-on labs and classes taking place, especially those in critical and essential needs areas. We are taking steps through their portion of the CARES Act funding to increase the IT capacity at the College and the simulation software that they have so that going forward, we would be even better prepared in this type of situation. Dr. Mancini stated that she would like to commend the faculty and staff at Carteret Community College for their quick and creative response to the pandemic. We were out of class for three months and they gave so much to their students to make sure they could move their students forward to careers. Dr. Mancini also commended the facilities and operation staff who have gone overboard to prepare their campus to make sure it is a safe place for students, faculty and staff; we have taken a lot of precautions following guidance from the CDC and the County Health Department. She shared that the focus over the next few months is to work toward completion of several projects – the Hospitality & Culinary Arts Center, the NC Works Career Center and starting the shoreline restoration from damage from Hurricane Florence. Dr. Mancini shared that they will be working with the Carteret Community College Foundation to complete their capital campaign and making sure they have a strong future going forward. Dr. Mancini shared that her vision aligns with the College's vision which is to be an excellent learning college, an excellent place to work, an excellent resource for workforce development and quality of life, and an excellent steward of the public trust.

Dr. Mancini shared that she looks forward to working with all of the Commissioners and expressed her appreciation for their support.

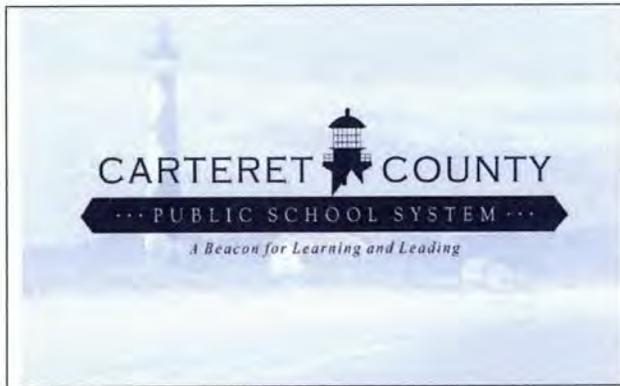
VIII. PRESENTATION OF CARTERET COUNTY PUBLIC SCHOOLS' 2020-21 BUDGET REQUEST

Mr. Richie Paylor, Interim School Superintendent, expressed his condolences for the passing of Commissioner Robinson. He appreciated all he did for education, Down East, and the commercial fishermen; Mr. Paylor expressed condolences to his family.

Mr. Paylor expressed his appreciation to the Commissioners for the support they have provided over the years. Mr. Paylor shared that Commissioners support them within the top ten percent of Commissioners across the State; your support is a large part of why it is such a good school system. Mr. Paylor thanked Commissioners for their support of completing some projects when COVID-19 hit by advancing funds to start the projects while the schools were empty, as well as their support for devices for the students that allowed them to learn from home. Mr. Paylor stated that he would allow Ms. Carswell to present their operating budget.

Ms. Kathy Carswell, Chief Financial Officer, presented the School's Budget Request to the Commissioners.

 <p>CARTERET COUNTY PUBLIC SCHOOL SYSTEM <i>A Beacon for Learning and Leading</i></p> <p>COMMISSIONERS BUDGET PRESENTATION JUNE 1, 2020</p>	<p>CARTERET COUNTY PUBLIC SCHOOL SYSTEM THANKS FOR YOUR SUPPORT</p> <ul style="list-style-type: none"> • Carteret County ranks in the top ten percent in funding from local board of commissioners within our state. • Your partnership to advance capital funds enabled needed projects completed during COVID-19. • Your technology lease funding allowed us to provide our students with true one-to-one digital learning environment. 																																								
<p>CARTERET COUNTY PUBLIC SCHOOL SYSTEM 2020-2021 OPERATING BUDGET</p> <table border="0"> <thead> <tr> <th>Items</th> <th>Cost Estimates</th> </tr> </thead> <tbody> <tr> <td>Compensation Alignment (year 3 of 3) <small>(Bookkeepers, Secretaries, Data Managers, Maintenance, Transportation)</small></td> <td>\$123,000</td> </tr> <tr> <td>Early College (difference between year 2 and year 3)</td> <td>\$93,755</td> </tr> <tr> <td>Year 1 \$186,338 Year 2 \$245,958 Year 3 \$138,711 Year 4 \$410,911 Year 5 \$421,485</td> <td></td> </tr> <tr> <td>Mandated State Benefit Increases</td> <td>\$629,000</td> </tr> <tr> <td><small>Retirement Increase from 19.70% to 21.44% (approved HB 226) Health Insurance Increase from \$6,306 to \$6,647 (approved HB 226) (Hold Salary Increases in Contingency Pending State Budget Approval) Certified Salary Increase 5% Non-Certified Salary Increase 2% (Total certified/non-certified salary increase budgeted \$398,000)</small></td> <td>\$845,755</td> </tr> </tbody> </table>	Items	Cost Estimates	Compensation Alignment (year 3 of 3) <small>(Bookkeepers, Secretaries, Data Managers, Maintenance, Transportation)</small>	\$123,000	Early College (difference between year 2 and year 3)	\$93,755	Year 1 \$186,338 Year 2 \$245,958 Year 3 \$138,711 Year 4 \$410,911 Year 5 \$421,485		Mandated State Benefit Increases	\$629,000	<small>Retirement Increase from 19.70% to 21.44% (approved HB 226) Health Insurance Increase from \$6,306 to \$6,647 (approved HB 226) (Hold Salary Increases in Contingency Pending State Budget Approval) Certified Salary Increase 5% Non-Certified Salary Increase 2% (Total certified/non-certified salary increase budgeted \$398,000)</small>	\$845,755	<p>CARTERET COUNTY PUBLIC SCHOOL SYSTEM FACTORS IMPACTING THE BUDGET</p> <table border="0"> <thead> <tr> <th>Reason</th> <th>Position Changes</th> </tr> </thead> <tbody> <tr> <td>State Staff Cut (due to decrease in ADM)</td> <td>2 position reduction</td> </tr> <tr> <td>State At-Risk Funding Cut</td> <td>3 position reduction</td> </tr> <tr> <td>HB-90 Position Allocation for Class Size (net change)</td> <td>1 position increase</td> </tr> <tr> <td>Net Loss of State Funded Teachers</td> <td>4 position reduction</td> </tr> <tr> <td>Net Loss Federal Funded Teachers</td> <td>unknown</td> </tr> </tbody> </table>	Reason	Position Changes	State Staff Cut (due to decrease in ADM)	2 position reduction	State At-Risk Funding Cut	3 position reduction	HB-90 Position Allocation for Class Size (net change)	1 position increase	Net Loss of State Funded Teachers	4 position reduction	Net Loss Federal Funded Teachers	unknown																
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Commissioner Comer asked about the mandated State benefit increases – over the last couple of years, we have been holding that back to see if that happens; is that taking place or is it dependent upon the State budget being passed. Ms. Carswell stated that on the salary increases, it has not passed; as far as retirement and health insurance, that has already passed. Ms. Carswell responded that last year, there was not a salary increase for their teachers or non-certified staff. Commissioner Comer asked if the increases they have seen over the last couple of years have all been benefit-side and no salary side. Mr. Carswell responded that there was a salary increase two years ago.

Commissioner Wheatly asked what the term 'pass through' meant. Ms. Carswell shared that the County funds for the Charter schools, and the school system passes it through their budget.

Mr. Paylor reviewed the capital budget request items as shown within the presentation.

Chairman Smith asked when the modular homes lease ends. Mr. Paylor stated they would be good for about four to five years.

Commissioner Mansfield requested that Mr. Paylor describe the advanced capital funds during COVID-19 of \$1,131,070. Mr. Paylor shared that once the students were out of the schools, there were several projects they were able to complete before the start of the summer. Projects included painting some of the schools, some HVAC projects, refinishing gym floors, usually things you have to crunch in the summer to get done, and thanked Commissioners for advancing capital funds.

Commissioner Mansfield asked about the technology lease and questioned if we were in year three of three with the Chromebook program. Ms. Carswell shared that it was year three of five. The iPads they purchased are year three of four – and we still retain those when the lease is up. Chairman Smith thanked Ms. Carswell.

IX. CONTINUED BUDGET DISCUSSION

Mr. Tommy Burns addressed the Board; tonight, you completed the required public hearing on the budget. At the last meeting, we submitted the budget request to you. The only items remaining are for the Board to adopt a budget ordinance and establish tax

rates prior to June 30, 2020. This item was placed on the agenda tonight for any questions that the Board may have.

Commissioner Cavanaugh stated that considering the economic crisis and the pandemic, what areas of the budget took cuts for this coming year?

Mr. Burns replied that sales tax was one that certainly did; there was also revenue loss on interest income for investments; it took a huge hit. On the expense side, we had to really watch our spending because of those decreased revenues; we have to spend based on our revenue projections. We cut tremendously to even get to the budget we submitted to you. Mr. Burns shared that he and Assistant County Manager Dee Meshaw worked together on that; it was a very difficult budget and is essentially a maintenance budget. It funds essential services that we've funded in prior years. He shared that the only real expansion is that we are taking on the library employees that we didn't have previously, but the money comes out about the same because we were making annual contributions to the library system.

Commissioner Cavanaugh asked if we had lost any employees or have reduced anyone from full-time to part-time or anything like that; Mr. Burns replied that they had not laid off anyone nor reduced any positions from full-time to part-time. Mr. Burns stated that they stayed efficient, but tried to keep it as lean as possible.

Commissioner Mansfield asked Mr. Paylor if there was any reason for the continued ADM decrease. Mr. Paylor stated that since Hurricane Florence, they had lost some students, stated that it was also a projection from the State; didn't know why it was decreasing. Commissioner Mansfield asked if he thought they would go back up, or do you think that with the virus outbreak, we could actually see more losses and that's what they're projecting? Mr. Paylor was not sure.

Commissioner Comer asked Assistant County Manager Ms. Meshaw about the re-appropriation fund balance from last year – what did we appropriate for our fund balance last year? Ms. Meshaw replied \$5.3 million. Commissioner Comer asked how much of that did they wind up spending? Ms. Meshaw did not know; what would determine a lot of it was the revenue losses for sales tax coming in after June 30th and explained that they were using savings to balance their current year budget.

Commissioner Comer asked if she thought they were going to use that much money at the end of the current year. Ms. Meshaw stated that it was still a projection; hoped that they wouldn't be spending that full amount. Ms. Meshaw estimated that one and a half million or two million of the fund balance is being spent; shared that it was very fluid.

Commissioner Comer shared that he would meet with Ms. Meshaw this week to go through additional questions.

X. APPROVAL OF RESOLUTION IN SUPPORT OF DIRECTING THE COUNTY BOARD OF ELECTIONS TO PLACE A QUESTION ON THE NOVEMBER 2020

BALLOT IN SUPPORT OF A QUARTER-CENT COUNTY SALES & USE TAX AND OUTLINING THE USES OF POTENTIAL REVENUE

Motion: Commissioner Comer made a motion to approve the Resolution in support of directing the County Board of Elections to place a question on the November 2020 ballot in support of a quarter-cent County sales and use tax; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Commissioner Farrington stated that he would like to make a comment on the operating budget; we asked Ms. Carswell about the mandates and she stated that they were pretty high. We cannot sustain the mandates that come down from the State or Federal Government, and hope that this quarter-cent sales tax will not be for operating expenses, but we really need to get the County and the school system support and need folks to back this quarter-cent sales tax. He shared that it will help with dredging. Commissioner Farrington commented that the money that the County has used for dredging has been really helpful for the County; we can't keep sustaining \$600,000 mandates. Commissioner Farrington stated that we need support for this quarter-cent sales tax; it is important.

Commissioner Wheatly stated that what appealed to him about the quarter-cent sales tax, in conjunction with the school budget request for their bond, this quarter-cent tax is a vehicle to help in the payment of that bond. As Commissioner Comer reminded him, it will help. He continued that part of that money will go to the dredging, which is ever so much more important today than it ever was before; we need to have those inlets open. A part of our growth is going to be contributed to the access to our inlets; hopefully, we can build the traffic up of recreational as well as commercial fishermen. He referred to the deal they were doing out in Atlantic; like Commissioner Farrington just said, we've only got a couple hundred thousand dollars in it, but look what we're getting. By having the quarter-cent sales tax, it's a double win. We have a way to pay some of that school bond off and a way to pay for our dredging. That's why I support this.

Commissioner Mansfield discussed Commissioner Farrington's comments about money that can be generated from this sales tax; the last two times we have tried to find a vehicle to help pay for dredging that was fair to all citizens of Carteret County and I didn't feel that it was fair to charge additional property taxes on people that don't live on the water to maintain the waterways. People who come and visit here all the time, who spend tons of sales tax dollars in our community, I thought it was more appropriate that the tax come from that money to pay for the waterways. Obviously those funds generate more money and the biggest question we had before was, what are you going to do with all that money – can you put it in a lock box? The answer was always no, but we could make it a line item that's transparent that everybody can see, and everyone was still worried about the amount of money being generated and what it would be spent for. We do have one of the top school systems in the State and now that we're there, we're going to try and stay there. In order to do that, we've got to continue to fund that system to keep it at that level that we expect it to stay at. In doing so, it enables that money to be there. Commissioner Farrington talked about this is for capital and it is for capital, but we've not spent money on capital because we've felt that keeping teachers in the classroom was the most important thing, so we've spent more money on operating and have put some capital

items off which somewhat has created a situation where the school board needs to do a referendum to do some of these things to spend the money on the capital expenditures. I think that it's more appropriate for the citizens of Carteret County, rather than the six of us, make that decision, so I think this referendum is a two-part referendum. I think it will support having good schools and great students in our County and maintaining a quality of life we've grown accustomed to. Commissioner Robinson always preached about clean waters and access to waters and not just for a select few individuals; as property values continue to increase and all of us don't have access to those waters. Hopefully, this will help provide for that access for citizens across the whole County along with the citizens of the State of North Carolina and other people who come from the other 50 states to visit. I know it's always hard to look at sometimes when you're looking at increased expenditures, but I don't call this an increase in expenditures; I call this an investment in the future of Carteret County. I hope everybody will support it.

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy Burns
Clerk to the Board
Rachel B. Hammer

**RESOLUTION
IN SUPPORT OF DIRECTING THE COUNTY BOARD OF ELECTIONS TO PLACE A
QUESTION ON THE NOVEMBER 2020 BALLOT IN SUPPORT OF A QUARTER-
CENT COUNTY SALES & USE TAX AND OUTLINING THE USES OF THE
POTENTIAL REVENUE**

WHEREAS, there are significant needs both for the continual capital needs of the Carteret County Public School System, as well as for the dredging and ongoing maintenance of waterways within Carteret County; and

WHEREAS, Carteret County Schools are highly acclaimed in comparison to other schools in the State of North Carolina; in 2019, the County's high schools collectively ranked #1 in the State, earning the top end-of-grade and end-of-course test scores in the State; and

WHEREAS, the dredging and maintenance of the County's waterways is a significant economic driver and we must ensure the future of our waterways for Carteret County's continued development, maritime life, and commercial and recreational use; and

WHEREAS, while the State has reduced funding to schools over the last several years, Carteret County remains in the top ten percent of those Counties that provide the most funding to its schools; however, funding for their capital needs are expanding and it is imperative that the County continues to support the increasing capital needs of the Carteret County Public School System to maintain and enhance the schools in an effort to sustain their level of excellence; and

WHEREAS, Federal and State Governments have in times past provided funding for dredging and maintenance of waterways, but in recent years, fewer Federal and State funds have been available for these types of projects; and

WHEREAS, in 2007, the North Carolina General Assembly granted County Boards of Commissioners the authority to levy, subject to voter approval, an additional one-quarter cent (1/4 cent) County sales and use tax; and

WHEREAS, it is important to provide Carteret County taxpayers with alternatives to the pressure to raise property taxes to address these needs; it is estimated that over fifty percent of the money raised from the one-quarter cent (1/4 cent) tax would be generated by visitors to our County; and

WHEREAS, the levy of an Article 46 one-quarter cent (1/4 cent) sales and use tax would provide a new County revenue source and would generate approximately \$3.6 million annually; and

WHEREAS, the State of North Carolina has established a Shallow Draft Navigation Channel and Lakes Dredging Fund that will provide matching grants for dredging projects at a rate of two (2) State dollars for every local dollar provided; and

WHEREAS, if additional funding does not come from the one-quarter cent (1/4 cent) County sales and use tax, the property tax will be the primary funding source available to maintain capital needs of the School System and the County's waterways; and

WHEREAS, to distinguish and separate the revenues produced by this one-quarter cent (1/4 cent) County sales and use tax if approved by Carteret County voters, a Special Revenue Fund will be established to receive and account for the sales tax revenue; and

WHEREAS, the Board of Commissioners intends to cap the funds that will be expended on waterways within the County based on recommendations from the County's Waterways Management Committee and staff; and

WHEREAS, once that cap is established, any remaining funds generated through this one-quarter cent (1/4 cent) sales and use tax will be transferred within the Special Revenue Fund for ongoing capital needs of the School System; and

NOW, THEREFORE, BE IT RESOLVED, that the Carteret County Board of Commissioners hereby states its intent to direct the County Board of Elections to place a question on the ballot for the voters' consideration during the November 2020 election, and if approved by the voters of Carteret County, the revenues from the Article 46 one-quarter cent (1/4 cent) sales and use tax will be used for continual capital needs of the Carteret County Public School System, as well as for the dredging and ongoing maintenance of waterways within Carteret County, with a scheduled implementation date of April 1, 2021.

ADOPTED, this the 1st day of June 2020.

Bill Smith, Chairman

ATTEST

Rachel Hammer
Clerk to Commissioners

MANAGER'S REPORT (*Mr. Burns requested time to comment on Commissioner Robinson*)

County Manager Tommy Burns stated that he would like to say a thing or two about Commissioner Robinson. Mr. Burns shared that when he first came to work for Carteret County, my very first conversation with him, I thought he was mad at me. I called Commissioner Comer to tell him what all went on and he said, oh, he's just conversating with you. Commissioner Robinson was a great person; he was a great professional, and was one of the smartest politicians I think I've ever worked with. He had a quick wit; he had a good memory. I was always entertained with all the fascinating stories he had about this County. He had a lot of local history that was very interesting. He truly never forgot where he came from and I think that was very touching. Mr. Burns shared that he was taken back today at Commissioner Robinson's service. On the program was a poem by Tennyson, which was very fitting for him. It was one that I've read many times through the years. My mother was an English teacher and we were always reading literature and poems. I remember this poem – she gave it to me for the first time when we had a family member that passed away and she gave me another poem by Thomas Campbell, and I'll spare you all the agony of listening to my twang to read that poem, but I would share one line with you from it: "To live in the hearts of those we leave behind is not to die." Mr.

Burns continued that he thought today, it was very evident that Commissioner Robinson lives on in a lot of the hearts of those left behind.

XI. COMMISSIONERS' COMMENTS

Commissioner Mansfield stated that Commissioner Robinson was big on humbleness, was big on humility and he was big on humor. He was a servant of the people and has got to be one of the longest-tenured Commissioners of the County, at least in my lifetime. He served everyone, and was always concerned with the benefit of everybody. Ms. Amspacher talked about it today in talking about Jonathan; Jonathan listened to the people and he took what they said to heart and he molded his decision to the occasion. It wasn't ever about Jonathan; it was about the commercial fishermen; it was about Down East; it was about his children, and especially his grandson. But it was never about Jonathan. I know everyone will say the same thing; he will be truly missed. If you were ever the victim of his tongue lashing, it didn't mean he didn't love you; he was just going to hold you accountable for what you were doing and he was going to point out his opinion, not that you had to agree with him, but he was going to let you know that he didn't agree with you. He was a great man; he will be truly missed. He is a legend in my era for County Commissioners.

Chairman Smith shared that they had a clip of an earlier meeting where Commissioner Robinson accepted recognition for his twenty years of service as County Commissioner. The clip of the earlier meeting was shown.

Commissioner Mansfield made an additional comment; our ratings of this broadcast and rebroadcast aren't very high, but with the passing of Commissioner Robinson, they're really going in the tank now. He was our leading advocate – people loved to see him, especially when he went into one of those blistering rants.

Commissioner Cavanaugh congratulated Dr. Mancini for heading up the Community College; look forward to her improvements and continue the hard work over there. He thanked County staff and all department heads for putting the budget together. Commissioner Robinson was not only greatly appreciated, he was loved by his constituency. During the recovery period from Hurricane Florence, he and I went Down East; we were visiting some of the aid centers where they were giving out meals to folks and stuff like that Down East. When Commissioner Robinson would step out of the car, the folks over there would just brighten up like the sun had come out. He was also known and respected outside of Carteret County; he served on the State Legislature for a year. In 2017, Commissioner Robinson asked him to go up to Raleigh with him to the legislature to lobby against House Bill 67 which would have expanded the power of Marine Fisheries. The local fishermen and the North Carolina Fishermen's Association were fearful of them getting that much power. The whole gallery was full of fishermen and coastal County Commissioners. During one of the recess breaks, Commissioner Robinson went down on the floor to talk to Representative Pat McElraft; I was up in the galley. When Commissioner Robinson entered the legislative hall, they announced his presence. The members gave him a standing ovation; they knew him. He spent the rest of the day talking to old friends who had been there forever, wondering when he was going to come back.

Recently, Senator Phil Berger, upon hearing about Commissioner Robinson's passing, held a moment of silence to remember him and commemorate his many, many years of service to the citizens of the County and the State. Commissioner Cavanaugh shared that he spent all day trying to find the clip that was played earlier recognizing Commissioner Robinson's twenty years of service; thought it would be appropriate to play and shared that he also wanted to highlight Commissioner Robinson's humor, wit, humility, and gentleness. He was all those things and so much more. I will miss him poking me in the leg during Commissioners' comments, and would always twirl his finger like, let's wrap it up, Cavanaugh. I am going to miss him, but I will never forget him.

Chairman Smith shared that Commissioner Robinson was probably one of the best ambassadors that Carteret County as ever had. Chairman Smith stated that he would love to make side comments and poke you. But Commissioner Robinson didn't always whisper; shared that he is going to really miss him. He asked the Lord to please look out for him.

Commissioner Farrington congratulated Dr. Tracy Mancini, looked forward to working with her. Commissioner Farrington shared that he had sat next to Commissioner Robinson for about four years; he really is thought of as someone who looked out for Down East, but he really looked out for the whole County. Commissioner Farrington shared that he had chewed him out several times in the back room after the meeting or before the meeting. It was all good because as far as I was concerned, he had the most knowledge of all of us. When you are a Commissioner, it really is just using your common sense; sometimes you get excited, and want to make a move. He always let that play out, which always worked for the County. He was really concerned for the people Down East; he was concerned about all the people in County; he was concerned about those people dying of overdoses and all the stuff we're dealing with right now. He would always ask, why do you always have to say Down East, because it's all over the County. He had a lot of plans for the future. I hope that we can carry those out in his honor. He had good common sense – if you ever wonder why the tax rate is the lowest by 10% in Carteret County in the State, it's because of Commissioner Robinson. The man knows what living on a fixed income is all about, and I'm going to miss him.

Commissioner Comer stated that they would all miss Commissioner Robinson, sharing that he had worked with him a little over ten years and Commissioner Robinson had taught him a lot. Commissioner Comer shared that he was a sharp politician; if he knew what he wanted, he knew how to work it out. He was a very liked and appreciated individual in this County. One of the things that proved that was on his last run for Commissioner, it was pretty challenging. I don't know how many letters to the editor that were placed in the paper regarding him; it was a non-stop barrage. They put a lot of time and effort to take Jonathan Robinson down and the folks wanted to turn out and make a statement; he wound up getting more votes than anybody on the ballot that election. I was proud of it; I think that Jonathan might have been proud of it too. Commissioner Comer shared that he had traveled with him some; heard him sing karaoke; he actually sang pretty well. He was very dramatic with some of his opinions, when you got off the bench and walked to the back, he always explained his position; he wasn't mad at you; he always did make amends. He was very vocal about his opinions. I will miss him; it is a great loss. Commissioner Comer welcomed Dr. Mancini to the Community College.

Commissioner Wheatly congratulated Dr. Mancini, and shared that she was nominated and approved quicker than anyone he's ever heard of because she's an outstanding person and has done an outstanding job at Carteret Community College for the past four and a half years. Her resume is outstanding and what really sold him on Dr. Mancini was an hour and a half conversation he had with her, talking about her background. Commissioner Wheatly wishes her the very best and if he can ever help her, she knows where he is.

Commissioner Wheatly paused and continued about Commissioner Robinson; if it hadn't been for Jonathan Robinson, I wouldn't be sitting here. He was a lot more excited about me running than I was. I kept telling him that the odds were against me, but he said we would get through it. It was never you or I; it was always we. And he stuck with me until the day he died. The night that he died, he called me about ten minutes past nine and that was unusual; he usually didn't stay up that late. He wanted to know about the appointment of somebody on a Board because you know he never did read an agenda ahead of time. He wanted me to go along on an appointment with somebody; we had an exchange of words. The next morning, I found out he died. It kind of put me in shock. Jonathan Robinson is a legend. I don't think that the people Down East or Carteret County will ever have a bigger, stronger, more honest advocate than him. I loved him and I miss him. I even miss his cigarette smoke. Jonathan Robinson is a legend. He's my friend. I'll never forget him.

XII. CLOSED SESSION PURSUANT TO NCGS 143-318.11 FOR THE PERMITTED PURPOSE OF DISCUSSING (A) (3) ATTORNEY-CLIENT PRIVILEGE (*added as amended*)

Motion: Commissioner Mansfield moved to go into Closed Session for the permitted purpose of discussing attorney-client privilege; Commissioner Farrington seconded. **Motion carried unanimously.**

Motion: Commissioner Cavanaugh made a motion to return to regular session; Commissioner Mansfield seconded. **Motion carried unanimously.**

XIII. ADJOURNMENT

Motion: Commissioner Cavanaugh moved to adjourn; Commissioner Mansfield seconded. **Motion carried unanimously.**

Bill Smith, Chairman

Rachel Hammer, Clerk

IV. Consent Agenda

1. Approval of Minutes
 - b. June 15, 2020

**COUNTY OF CARTERET
BOARD OF COMMISSIONERS
REGULAR SESSION – 6:00 P.M.
COMMISSIONERS' BOARDROOM
JUNE 15, 2020**

The Honorable Carteret County Board of Commissioners sat in regular session on Monday, June 15, 2020 at 6:00 p.m. Present were: Chairman Bill Smith, Commissioners Bob Cavanaugh, Jimmy Farrington, Mark Mansfield, and Ed Wheatly. Commissioner Comer participated in the meeting virtually.

I. MEETING CALLED TO ORDER/PLEDGE OF ALLEGIANCE/INVOCATION

Chairman Smith called the meeting to order. All present recited the Pledge of Allegiance. Pastor Tim Havlicek of First Presbyterian Church in Morehead City expressed his condolences on the loss of Commissioner Robinson and provided the invocation.

II. CONFLICT OF INTEREST/CELL PHONE STATEMENT

Chairman Smith called for any conflicts of interest by the Board and asked that all cell phones be turned off.

III. ADOPTION OF THE AGENDA

Motion: Commissioner Mansfield made a motion to add Item IVa., Swearing-in Ceremony for Commissioner Chris Chadwick on the regular agenda; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Motion: Commissioner Mansfield made a motion to add Item XVla. to the regular agenda, a Closed Session Pursuant to NCGS 143-318.11 for the permitted purpose of discussing (a)(3) Attorney-Client Privilege and (a)(4) Economic Development; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Motion: Commissioner Mansfield made a motion to adopt the agenda as amended; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

The agenda was as follows:

**CARTERET COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
COMMISSIONERS' BOARDROOM
JUNE 15, 2020
6:00 P.M.**

- | | |
|--|-----------------|
| I. Meeting Called to Order/Pledge of Allegiance/Invocation | Chairman Smith |
| II. Conflict of Interest/Cell Phone Statement | Chairman Smith |
| III. Adoption of the Agenda | Chairman Smith |
| IV. Consent Agenda | Board |
| 1. Approval of May 18, 2020 Minutes | |
| 2. Tax Releases/Refunds/Collector's Report | |
| a. Tax Releases Under \$100 | |
| b. Tax Releases Over \$100 | |
| c. Tax Refunds Under \$100 | |
| d. Tax Refunds Over \$100 | |
| e. Tax Collector's Monthly Report | |
| f. NCVTS Motor Vehicle Refund Report | |
| 3. Approval of Letter of Promulgation in Support of the
Emergency Operations Plan & Authority for the
Chairman to Execute | |
| 4. Approval of Contract for In-Home Aide Services for
the Department of Social Services | |
| 5. Approval of the FY21 Home & Community Care Block
Grant Funding Plan & Approval for Chairman to Sign | |
| 6. Approval of School Referendum Bond Order & Public
Hearing Resolutions | |
| 7. Approval of Beach Nourishment Reserve Budget
Amendment: \$5,855,825 | |
| 8. Approval of Revision to the FY2020 Home & Community
Care Block Grant as a Result of Effects of COVID-19 | |
| 9. Approval of Coronavirus Relief Fund Grant Project
Budget Amendment: \$1,380,349 | |
| 10. Approval of Budget Amendment in Support of FEMA
Funds for Broad Creek EMS: \$35,500 | |
| 11. Approval of Change Order #1: Atlantic Harbor Maintenance
Dredging & Approval of Corresponding Budget Amendment:
\$33,600 | |
| 12. Approval of \$53,191 Budget Amendment Appropriating
Hurricane Florence FEMA Reimbursement Funds for Building
Damage at Fire & EMS Districts <i>(added as amended)</i> | |
| 13. Approval of Letter to the National Association of Counties
Advising that Membership is Being Withdrawn <i>(added
 as amended)</i> | |
| IVa. Swearing-in Ceremony for Commissioner Chris Chadwick
<i>(added as amended)</i> | |
| V. Introduction of Dr. Rob Jackson, Carteret County Public
School's New Superintendent | John McLean |
| VI. Public Comment | |
| VII. Public Hearing to Consider a Request to Rezone
a 20.682-Acre Portion of the Property Located at
163 Page Lane, Newport from R-20 (Single-Family
Residential) to LIW (Light Industrial Wholesale) | Gene Foxworth |
| VIII. Public Hearing: Required Five-Year Update to the
Pamlico Sound Regional Hazard Mitigation Plan | Gene Foxworth |
| IX. Trillium Health Resources Annual Report | Dennis Williams |

- | | |
|--|---------------------------|
| X. Airport Authority Loan Request & Capital Project Request | Jesse Vinson |
| XI. Efforts to Combat Litter Issues | Dee Smith |
| XII. Approval of EMS Services for South River Fire & EMS District | Stephen Rea |
| XIII. Review/Approval of Fiscal Year 2020-21 County Government Budget | Tommy Burns
Dee Meshaw |
| XIV. Manager's Report | Tommy Burns |
| XV. Appointments | Board |
| • Carteret County ABC Board | |
| • Carteret Community College | |
| • Consolidated Human Services Board | |
| • Eastern Carolina Regional Housing Authority | |
| • Eastern Carolina Workforce Development Board | |
| • Economic Development Foundation Board | |
| • Fireman's Relief Fund Board | |
| XVI. Commissioners' Comments | Board |
| XVIa. Closed Session Pursuant to NCGS 143-318.11 for the Permitted Purpose of Discussing (a)(3) Attorney-Client Privilege and (a)(4) Economic Development (added as amended) | |
| XVII. Adjournment | |

IV. CONSENT AGENDA

Motion: Commissioner Mansfield made a motion to add as Item 12 to the Consent Agenda, approval of the \$53,191 budget amendment appropriating Hurricane Florence FEMA reimbursement funds for building damage at Fire & EMS Districts; seconded by Commissioner Farrington. **Motion carried unanimously.**

Motion: Chairman Smith made a motion to add as Item 13 to the Consent Agenda, the approval of a letter to the National Association of Counties advising that we are withdrawing our membership due primarily to their endorsement and support of the passage of the Three Trillion Dollar U.S. House of Representatives Bill H.R. 6800; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Motion: Commissioner Farrington made a motion to adopt the consent agenda as amended; seconded by Commissioner Mansfield. **Motion carried unanimously.**

The Consent Agenda was as follows:

1. Approval of May 18, 2020 Minutes
2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100

Year	Parc Roll	Taxbill Number	Name Id Number	Name	Total Adjustment
2018	P	196571	11154	JULIAN VINCENT BELL	13.02
2018	P	196571	11154	JULIAN VINCENT BELL	15.00
2018	P	196196	224312	LINDA DARLENE SLEDGE	23.13
2018	P	196196	224312	LINDA DARLENE SLEDGE	15.00
2018	P	209382	373222	DORIS GASKILL HENDERSON	18.47
2018	P	209382	373222	DORIS GASKILL HENDERSON	15.00
2014	P	96452	452313	DAVIS AIKINS	42.35
2014	P	93814	52333	STEVEN F BARK	75.87
2014	P	93814	52333	STEVEN F BARK	15.00
2014	P	100894	53884	TOMMY ETUX DARLENE LEWIS	43.86
2014	P	95397	398217	DAVID J ETUX KRISTEEN BALOG	3.63
2014	P	97579	480992	JUANITA T REGISTER	8.79
2014	P	94117	371102	WILLIAM C SMITH	8.27
2014	P	94117	371102	WILLIAM C SMITH	15.00
2014	P	100104	515117	RICHARD L SPENCE	26.88
2014	P	100056	515091	MARCY PEARSON	16.74
2014	P	94196	377918	TROY HARDEE	46.31
2014	P	94196	377918	TROY HARDEE	15.00
2014	P	96813	461347	PHILLIP R LOWE	9.59
2014	P	103134	515268	TINA WHITMAN	9.70
2014	P	103134	515268	TINA WHITMAN	15.00
2014	P	95372	419547	GEORGE STAPLES JR VANNORTWICK	69.64
2014	P	94590	389479	VIC OGBURN	49.62
2014	P	99500	428318	WILLIAM RONALD GILLIKIN SR	84.60
2010	P	46853	331108	PAULA DUNN GILLIKIN	14.44
2010	P	46853	331108	PAULA DUNN GILLIKIN	10.00
2010	P	46853	331108	PAULA DUNN GILLIKIN	10.00
2013	P	85246	400264	JAMES PHILIP TAYLOR	10.00
2013	P	85772	392058	WILLIAM LYNN JONES	15.00
2013	P	85772	392058	WILLIAM LYNN JONES	3.19
2013	P	83545	337384	HERMAN PRICE	15.00
2013	P	83545	337384	HERMAN PRICE	12.00
2013	P	92529	506308	FRANCIS EUGENE BULLOCK JR	15.00
2013	P	92529	506308	FRANCIS EUGENE BULLOCK JR	2.69
2013	P	83802	18437	RIGSBEE L.C.	1.34
2013	P	83802	18437	RIGSBEE L.C.	4.63
2013	P	87351	413401	LARRY EUGENE SWIGER	20.89
2013	P	86036	430111	DAVID PAULSON	51.57
2013	P	86036	430111	DAVID PAULSON	70.88
2013	P	92902	329389	JERRY BLANKENSHIP	16.54
2013	P	92902	329389	JERRY BLANKENSHIP	7.14
2012	P	87511	454436	DANNY W BELL	15.00
2012	P	87511	454436	DANNY W BELL	6.12
2012	P	87511	454436	DANNY W BELL	8.96
2012	P	87511	454436	DANNY W BELL	10.00
2012	P	89720	475380	THOMAS JOSEPH SPARKS JR	8.50
2012	P	88176	466537	GLENDA YEOMANS	23.19
2012	P	88176	466537	GLENDA YEOMANS	10.00
2012	P	85790	2862	JAMES F ETUX DIANA BARWICK	12.07
2012	P	83861	345218	BERNARD ETUX DONNA DOUGHERTY	15.68

Year	Parc Roll	Taxbill Number	Name Id Number	Name	Total Adjustment
2012	P	90157	51169	JIMMY DAWSON	24.63
2012	P	90157	51169	JIMMY DAWSON	10.00
2012	P	90279	11428	GEORGE H ELLINWOOD	1.22
2012	P	90279	11428	GEORGE H ELLINWOOD	2.34
2012	P	90279	11428	GEORGE H ELLINWOOD	1.75
2012	P	90279	11428	GEORGE H ELLINWOOD	3.24
2012	P	90279	11428	GEORGE H ELLINWOOD	5.78
2012	P	90279	11428	GEORGE H ELLINWOOD	.77
2012	P	88801	475693	PHILLIP B NELSON	7.37
2011	P	58148	459050	DONNIE LEE TUTTLE JR	30.06
2011	P	56947	374092	LINDA T MCCAULEY	56.97
2011	P	57237	36375	ALVIN RICHARD JR WHITE	38.45
2011	P	58289	397802	GINA C BROOKS	3.37
2011	P	58289	397802	GINA C BROOKS	14.08
2011	P	64388	483635	SHARON RIDDLE	45.42
2011	P	57748	455494	MICHAEL ENNIS	36.51
2011	P	62973	485715	JAMES G PREDDY	36.00
2011	P	55915	399911	ALFRED SMITH TATUM	15.13
2011	P	64039	487899	JARRETT T THORNE	8.35
2011	P	64039	487899	JARRETT T THORNE	10.00
2011	P	59661	153951	CHARLES F STRON	10.00
2011	P	64128	488957	ANNIE EDMUNDSON	20.40
2011	P	64128	488957	ANNIE EDMUNDSON	10.00
2011	P	58598	336306	DENISE GUTHRIE WARREN	10.00
2011	P	60907	482719	JOAN SALINAS	30.00
2010	P	54640	435031	GEORGE OSBORNE	9.98
2010	P	49700	147417	ELIZABETH LYNN ETAL MARKS	4.60
2010	P	51438	467751	DEBORAH CLAYTON	3.38
2010	P	51438	467751	DEBORAH CLAYTON	10.00
2010	P	53487	389950	CATHERINE ALLEN	24.84
2010	P	53487	389950	CATHERINE ALLEN	10.00
2010	P	54073	48944	J T MEDLIN	4.44
2010	P	54073	48944	J T MEDLIN	10.00
2010	P	48831	471327	JONATHAN LEE WILLIS	18.04
2010	P	49182	145453	DANIEL H ETUX EVA D MCLAUGHLIN	2.38
2010	P	49182	145453	DANIEL H ETUX EVA D MCLAUGHLIN	7.35
2010	P	48149	49102	LEOTA V MATTE	33.38
2010	P	48149	49102	LEOTA V MATTE	10.00
2010	P	48779	463124	LUELLA JOYCE RUSSELL	9.00
2010	P	48779	463124	LUELLA JOYCE RUSSELL	10.00
2010	P	54663	360366	DAVEY L ETUX FAYE SHINGLETON	6.16
2010	P	49288	54307	WILLIAM RIGSBEE	1.15
2010	P	49288	54307	WILLIAM RIGSBEE	8.12
2010	P	49288	54307	WILLIAM RIGSBEE	10.00
2010	P	47819	429111	HARRY S COLEMAN	15.59
2010	P	47819	429111	HARRY S COLEMAN	10.00
2010	P	49284	397859	LOUIS S REINHARDT SR	6.16
2010	P	49284	397859	LOUIS S REINHARDT SR	3.01
2010	P	47740	459271	ANITA BOOTHE	18.78

Year	Rol Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2010	P	47740	P	459271	ANITA BOOTHE	10.00
2010	P	46904	P	19884	MYRA E LAWRENCE	1.90
2010	P	46904	P	19884	MYRA E LAWRENCE	10.00
2010	P	49330	P	470491	JERRY SMALE	2.61
2010	P	49330	P	470491	JERRY SMALE	10.00
2010	P	52753	P	462460	LARRY BARNES	5.95
2009	P	20627	P	34462	DUANE D KREILACH	.00
2009	P	20627	P	34462	DUANE D KREILACH	10.00
2009	P	21040	P	597	BRINKLEY ETUX CONNIE WILLIS	2.46
2009	P	21040	P	597	BRINKLEY ETUX CONNIE WILLIS	11.06
2009	P	20841	P	459105	RP RENTALS LLC	11.88
2009	P	24472	P	443299	BETTY MOUNTCASTLE	20.80
2009	P	24472	P	443299	BETTY MOUNTCASTLE	8.26
2009	P	28015	P	466706	MIKE ETAL ROBERT ANDERSON	27.87
2009	P	28015	P	466706	MIKE ETAL ROBERT ANDERSON	10.00
2009	P	28007	P	466692	NICK SMITH SR	49.33
2009	P	28007	P	466692	NICK SMITH SR	10.00
2009	P	21492	P	348041	CHRISTOPHER COZART	42.66
2009	P	21492	P	348041	CHRISTOPHER COZART	10.00
2009	P	23481	P	47283	BILLY L ETUX MARGARET F TALTON	58.07
2009	P	21362	P	150573	MARTHA WEAVER	45.22
2009	P	21362	P	150573	MARTHA WEAVER	10.00
2009	P	28241	P	469656	SEAN WELLS	10.00
2009	P	28241	P	469656	SEAN WELLS	22.89
2009	P	19171	P	52465	LEONA INC	39.99
2009	P	19384	P	51540	TWYLA J GILLIKIN	63.04
2009	P	19384	P	51540	TWYLA J GILLIKIN	10.00
2009	P	25744	P	378418	JOHN W SPICER	9.85
2009	P	25744	P	378418	JOHN W SPICER	10.00
2009	P	20836	P	399455	MICHAEL EARL ROSE	20.90
2009	P	20836	P	399455	MICHAEL EARL ROSE	10.00
2009	P	24429	P	422755	ROBERT J MCGREGOR	9.15
2009	P	21243	P	53390	BARBARA K LEGG	15.87
2009	P	21243	P	53390	BARBARA K LEGG	10.00
2009	P	20697	P	396480	BARRY MCGAVOCK	4.33
2009	P	20697	P	396480	BARRY MCGAVOCK	2.66
2009	P	27981	P	55961	WILLIAM SEDWICK	55.83
2009	P	21885	P	397853	MICHAEL SOBEL	19.52
2009	P	26544	P	243708	REBA K ROBERSON	8.68
2009	P	26544	P	243708	REBA K ROBERSON	10.00
2009	P	22936	P	447332	GLEN HARRISON	54.63
2011	P	64474	P	502898	LARRY COLIE	87.67
2010	P	55749	P	502898	LARRY COLIE	72.67
2009	P	28458	P	502898	LARRY COLIE	75.03
2012	P	83882	P	482904	ROBERT E CHRISTIAN JR.	.00
2012	P	83882	P	482904	ROBERT E CHRISTIAN JR.	5.49
2011	P	55991	P	482904	ROBERT E CHRISTIAN JR.	3.08
2011	P	55991	P	482904	ROBERT E CHRISTIAN JR.	.00
2015	P	113224	P	515070	KARLA EPPEHEARD	15.49

Year	Rol Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2014	P	100019	P	515070	KARLA EPPEHEARD	30.06
2015	P	113224	P	515070	KARLA EPPEHEARD	15.00
2014	P	100019	P	515070	KARLA EPPEHEARD	15.00
2015	P	113306	P	515077	DONALD HALL	77.07
2014	P	100033	P	515077	DONALD HALL	78.12
2015	P	113306	P	515077	DONALD HALL	15.00
2014	P	100033	P	515077	DONALD HALL	15.00
2015	P	113396	P	129318	NORMAN SPENCER KIDD	13.02
2014	P	102057	P	129318	NORMAN SPENCER KIDD	25.85
2013	P	92236	P	129318	NORMAN SPENCER KIDD	25.71
2015	P	113396	P	129318	NORMAN SPENCER KIDD	15.00
2014	P	102057	P	129318	NORMAN SPENCER KIDD	15.00
2013	P	92236	P	129318	NORMAN SPENCER KIDD	15.00
2015	P	113124	P	1433	ERNEST BROWN	11.95
2014	P	95031	P	1433	ERNEST BROWN	18.98
2013	P	85380	P	1433	ERNEST BROWN	18.47
2015	P	113124	P	1433	ERNEST BROWN	15.00
2014	P	95031	P	1433	ERNEST BROWN	15.00
2013	P	85380	P	1433	ERNEST BROWN	15.00
2012	P	85769	P	1433	ERNEST BROWN	10.00
2011	P	57323	P	1433	ERNEST BROWN	10.00
2015	P	113487	P	129296	TERRY PADGETT	71.98
2015	P	113487	P	129296	TERRY PADGETT	54.76
2014	P	102056	P	129296	TERRY PADGETT	72.95
2014	P	113487	P	129296	TERRY PADGETT	54.76
2015	P	102056	P	129296	TERRY PADGETT	15.00
2014	P	102056	P	129296	TERRY PADGETT	15.00
2015	P	108858	P	414939	LEENA WILLIS	21.45
2014	P	95112	P	414939	LEENA WILLIS	42.10
2013	P	85468	P	414939	LEENA WILLIS	38.48
2009	P	27960	P	414939	LEENA WILLIS	29.53
2015	P	108858	P	414939	LEENA WILLIS	15.00
2014	P	95112	P	414939	LEENA WILLIS	15.00
2013	P	85468	P	414939	LEENA WILLIS	15.00
2009	P	27960	P	414939	LEENA WILLIS	10.00
2015	P	111105	P	455550	KRYSTA CARSON	19.88
2014	P	95171	P	455550	KRYSTA CARSON	42.10
2015	P	111105	P	455550	KRYSTA CARSON	15.00
2014	P	95171	P	455550	KRYSTA CARSON	15.00
2015	P	110809	P	378135	GEORGE ARTHUR JR NEWTON	12.65
2014	P	94216	P	378135	GEORGE ARTHUR JR NEWTON	24.77
2013	P	84473	P	378135	GEORGE ARTHUR JR NEWTON	24.63
2012	P	83506	P	342243	BETTY JANE BISBING	25.70
2010	P	83723	P	342243	BETTY JANE BISBING	13.89
2010	P	55633	P	342243	BETTY JANE BISBING	15.00
2013	P	83506	P	342243	BETTY JANE BISBING	10.00
2012	P	83723	P	342243	BETTY JANE BISBING	10.00
2010	P	55633	P	342243	BETTY JANE BISBING	10.00
2013	P	87678	P	466811	JERRY WILLIAMS	8.96

Total Adjustment

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2011	P	61149	P	466811	JERRY WILLIAMS	2.71
2013	P	87678	P	466811	JERRY WILLIAMS	15.00
2011	P	61149	P	466811	JERRY WILLIAMS	10.00
2014	P	101890	P	28397	MARION E WHITACRE	36.08
2013	P	92049	P	28397	MARION E WHITACRE	38.10
2014	P	101890	P	28397	MARION E WHITACRE	15.00
2013	P	92049	P	28397	MARION E WHITACRE	15.00
2016	P	46560	P	516613	LEISA E FROST	5.73
2015	P	111860	P	516613	LEISA E FROST	5.80
2015	P	111860	P	516613	LEISA E FROST	3.64
2016	P	46560	P	516613	LEISA E FROST	3.74
2016	P	41042	P	389609	NAOMI KAY SUTTON	15.45
2014	P	94609	P	389609	NAOMI KAY SUTTON	29.91
2013	P	84910	P	389609	NAOMI KAY SUTTON	.00
2013	P	84910	P	389609	NAOMI KAY SUTTON	15.00
2014	P	94609	P	389609	NAOMI KAY SUTTON	15.00
2016	P	41042	P	389609	NAOMI KAY SUTTON	15.00
2016	P	45568	P	496963	JERICHO EDWARD MAGUIRE	4.19
2015	P	112295	P	496963	JERICHO EDWARD MAGUIRE	3.42
2013	P	89749	P	507203	DANIEL ETUX BARBARA OAKS	14.07
2012	P	93607	P	507203	DANIEL ETUX BARBARA OAKS	14.77
2013	P	89749	P	507203	DANIEL ETUX BARBARA OAKS	15.00
2012	P	93607	P	507203	DANIEL ETUX BARBARA OAKS	10.00
2012	P	92423	P	31453	DANNY J YATES	12.04
2011	P	64431	P	31453	DANNY J YATES	12.98
2011	P	64431	P	31453	DANNY J YATES	4.70
2012	P	92423	P	31453	DANNY J YATES	4.36
2013	P	88205	P	478955	TIMOTHY MENDOZA	34.60
2012	P	93626	P	478955	TIMOTHY MENDOZA	37.43
2011	P	55498	P	478955	TIMOTHY MENDOZA	42.60
2017	P	113251	P	517644	LEE ROY MASON	3.10
2016	P	47932	P	517644	LEE ROY MASON	3.10
2010	P	48160	P	23554	DOLLIE MERCER	5.88
2009	P	20707	P	23554	DOLLIE MERCER	6.51
2011	P	63948	P	486820	SHERWOOD ALLEN LEWIS JR	5.36
2010	P	55667	P	486820	SHERWOOD ALLEN LEWIS JR	4.35
2012	P	91175	P	51950	JOSEPH H MASON D/B/A	7.12
2009	P	19859	P	51950	JOSEPH H MASON D/B/A	6.18
2012	P	87888	P	461329	DORIS J HOLLEMAN	20.24
2012	P	87888	P	461329	DORIS J HOLLEMAN	20.24
2011	P	60451	P	461329	DORIS J HOLLEMAN	22.04
2011	P	60451	P	461329	DORIS J HOLLEMAN	22.04
2014	P	96482	P	453455	LOUIS YEOMANS ETAL	15.23
2012	P	87502	P	453455	LOUIS YEOMANS ETAL	16.03
2011	P	55574	P	19059	SAMUEL ETUX DONNA WADE	8.14
2010	P	46740	P	19059	SAMUEL ETUX DONNA WADE	6.77
2009	P	19268	P	19059	SAMUEL ETUX DONNA WADE	7.00
2008	P	63366	P	19059	SAMUEL ETUX DONNA WADE	6.75
2016	P	48601	P	441743	JAMIE LEE NORMAN	23.80

Total Adjustment

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2016	P	48601	P	441743	JAMIE LEE NORMAN	7.69
2015	P	115483	P	441743	JAMIE LEE NORMAN	23.46
2015	P	115483	P	441743	JAMIE LEE NORMAN	10.61
2011	P	54250	P	24994	THOMAS P JR DOCHERTY	6.23
2009	P	22750	P	24994	THOMAS P JR DOCHERTY	5.03
2013	P	83698	P	52896	BAXTER B SAPP III ETAL	46.07
2009	P	27685	P	52896	BAXTER B SAPP III ETAL	40.49
2011	P	64378	P	384365	ALLI GILLIKIN	28.56
2010	P	55710	P	384365	ALLI GILLIKIN	24.20
2009	P	28428	P	384365	ALLI GILLIKIN	25.48
2011	P	64378	P	384365	ALLI GILLIKIN	10.00
2010	P	55710	P	384365	ALLI GILLIKIN	10.00
2009	P	28428	P	384365	ALLI GILLIKIN	10.00
2016	P	42442	P	459205	LISA BARBOZA	6.00
2015	P	121018	P	459205	LISA BARBOZA	5.81
2016	P	42442	P	459205	LISA BARBOZA	15.00
2015	P	121018	P	459205	LISA BARBOZA	15.00
2014	P	101098	P	399501	MARY TROTT L/T MORRIS	34.16
2013	P	91161	P	399501	MARY TROTT L/T MORRIS	33.90
2012	P	91306	P	399501	MARY TROTT L/T MORRIS	35.23
2014	P	101098	P	399501	MARY TROTT L/T MORRIS	15.00
2013	P	91161	P	399501	MARY TROTT L/T MORRIS	15.00
2012	P	91306	P	399501	MARY TROTT L/T MORRIS	10.00
2014	P	98675	P	488404	KAREN LYNN JOHNSON	14.55
2013	P	89495	P	488404	KAREN LYNN JOHNSON	14.20
2014	P	98675	P	488404	KAREN LYNN JOHNSON	15.00
2013	P	89495	P	488404	KAREN LYNN JOHNSON	15.00
2015	P	112990	P	333867	AMY SWEET WILKINSON	16.52
2014	P	94620	P	333867	AMY SWEET WILKINSON	33.89
2013	P	84922	P	333867	AMY SWEET WILKINSON	34.26
2012	P	85269	P	333867	AMY SWEET WILKINSON	34.89
2011	P	57243	P	333867	AMY SWEET WILKINSON	23.06
2010	P	48474	P	333867	AMY SWEET WILKINSON	20.91
2015	P	112990	P	333867	AMY SWEET WILKINSON	15.00
2014	P	94620	P	333867	AMY SWEET WILKINSON	15.00
2013	P	84922	P	333867	AMY SWEET WILKINSON	15.00
2012	P	99550	P	514813	MIKE BASS	15.00
2014	P	93248	P	514813	MIKE BASS	15.00
2013	P	93684	P	514813	MIKE BASS	10.00
2011	P	64534	P	514813	MIKE BASS	10.00
2010	P	55788	P	514813	MIKE BASS	14.98
2014	P	99550	P	514813	MIKE BASS	10.00
2013	P	93248	P	514813	MIKE BASS	14.63
2012	P	93684	P	514813	MIKE BASS	14.63
2011	P	64534	P	514813	MIKE BASS	15.72
2010	P	55788	P	514813	MIKE BASS	13.56
2014	P	97496	P	427094	LINDA GAYLE BUTLER	7.62
2012	P	88803	P	427094	LINDA GAYLE BUTLER	7.37
2014	P	97496	P	427094	LINDA GAYLE BUTLER	15.00

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2015	P	113062	P	386130	ROGER YOUNG	7.12
2014	P	94464	P	386130	ROGER YOUNG	11.31
2013	P	84754	P	386130	ROGER YOUNG	11.53
2012	P	85085	P	386130	ROGER YOUNG	11.53
2015	P	113062	P	386130	ROGER YOUNG	15.00
2014	P	94464	P	386130	ROGER YOUNG	15.00
2013	P	84754	P	386130	ROGER YOUNG	15.00
2012	P	85085	P	386130	ROGER YOUNG	10.00
2012	P	92983	P	300556	LEONARD J JR GIBSON	21.19
2012	P	59085	P	300556	LEONARD J JR GIBSON	13.24
2012	P	92983	P	300556	LEONARD J JR GIBSON	10.00
2011	P	59085	P	300556	LEONARD J JR GIBSON	10.00
2018	P	199519	P	514715	ADAM THOMAS ORMOND	15.00
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	11.34
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	25.20
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	1.88
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	1.72
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	2.07
2012	P	85656	P	54087	RICHARD L BROADSTREET D/B/A	7.92
2018	P	211889	P	528374	ROBERT JOSEPH JR JOHNS	8.77
2013	P	92586	P	456437	CORA J DAVIS	15.00
2010	P	55627	P	456437	CORA J DAVIS	10.00
2010	P	55627	P	456437	CORA J DAVIS	29.60
2015	P	112467	P	474222	SARAH ANGELA O'CONNOR	9.14
2014	P	102886	P	474222	SARAH ANGELA O'CONNOR	NEWPORT
2015	P	112467	P	474222	SARAH ANGELA O'CONNOR	NEWPORT
2014	P	102886	P	474222	SARAH ANGELA O'CONNOR	NEWPORT
2014	P	112307	P	514556	TRACEY MARCRUM	31.84
2014	P	94672	P	514556	TRACEY MARCRUM	15.00
2015	P	112307	P	514556	TRACEY MARCRUM	15.00
2014	P	94672	P	514556	TRACEY MARCRUM	15.00
2012	P	90182	P	459325	LOIS K DICKERSON	8.51
2012	P	90182	P	459325	LOIS K DICKERSON	10.00
2015	P	111999	P	493567	MELISSA ANN GUZMAN	6.97
2014	P	99911	P	493567	MELISSA ANN GUZMAN	NEWPORT
2015	P	111999	P	493567	MELISSA ANN GUZMAN	NEWPORT
2014	P	99911	P	493567	MELISSA ANN GUZMAN	NEWPORT
2015	P	121814	P	515238	ERIN LISONBEE	NEWPORT
2014	P	103075	P	515238	ERIN LISONBEE	EMERALD ISLE
2015	P	121814	P	515238	ERIN LISONBEE	EMERALD ISLE
2014	P	103075	P	515238	ERIN LISONBEE	EMERALD ISLE
2015	P	113388	P	515014	MATTHEW ARRBEGAST	NEWPORT
2014	P	99919	P	515014	MATTHEW ARRBEGAST	NEWPORT
2015	P	113388	P	515014	MATTHEW ARRBEGAST	NEWPORT
2014	P	99919	P	515014	MATTHEW ARRBEGAST	NEWPORT
2015	P	112631	P	515042	ASHLEY ROSE	NEWPORT
2014	P	99961	P	515042	ASHLEY ROSE	NEWPORT
2015	P	112631	P	515042	ASHLEY ROSE	NEWPORT
2014	P	99961	P	515042	ASHLEY ROSE	NEWPORT

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2013	P	90647	P	52968	STEPHEN HORVAT	34.37
2011	P	56824	P	52968	STEPHEN HORVAT	23.86
2013	P	90647	P	52968	STEPHEN HORVAT	15.00
2011	P	56824	P	52968	STEPHEN HORVAT	10.00
2015	P	121926	P	514111	CONNIE LOPP MITCHELL	9.25
2014	P	93706	P	514111	CONNIE LOPP MITCHELL	17.13
2015	P	121926	P	514111	CONNIE LOPP MITCHELL	15.00
2014	P	93706	P	514111	CONNIE LOPP MITCHELL	15.00
2015	P	112142	P	432564	MARGARITA G JIMENEZ	15.00
2014	P	93586	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2013	P	83812	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2012	P	84051	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2010	P	48059	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2015	P	112142	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2014	P	93586	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2013	P	83812	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2012	P	84051	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2010	P	48059	P	432564	MARGARITA G JIMENEZ	MOREHEAD CITY
2015	P	121069	P	490782	KAREN BLEVIN	EMERALD ISLE
2014	P	98112	P	490782	KAREN BLEVIN	EMERALD ISLE
2013	P	88841	P	490782	KAREN BLEVIN	EMERALD ISLE
2012	P	89598	P	490782	KAREN BLEVIN	EMERALD ISLE
2015	P	121069	P	490782	KAREN BLEVIN	EMERALD ISLE
2014	P	98112	P	490782	KAREN BLEVIN	EMERALD ISLE
2013	P	88841	P	490782	KAREN BLEVIN	EMERALD ISLE
2012	P	89598	P	490782	KAREN BLEVIN	EMERALD ISLE
2011	P	64296	P	490782	KAREN BLEVIN	EMERALD ISLE
2011	P	60070	P	468647	CARLOS CANNON	11.62
2010	P	51389	P	468647	CARLOS CANNON	9.37
2009	P	28186	P	468647	CARLOS CANNON	9.87
2011	P	60070	P	468647	CARLOS CANNON	10.00
2010	P	51389	P	468647	CARLOS CANNON	10.00
2009	P	28186	P	468647	CARLOS CANNON	10.00
2014	P	94674	P	181346	JOHN AKIO FIRMIN	NEWPORT
2013	P	84978	P	181346	JOHN AKIO FIRMIN	NEWPORT
2013	P	84978	P	181346	JOHN AKIO FIRMIN	NEWPORT
2012	P	85332	P	181346	JOHN AKIO FIRMIN	NEWPORT
2014	P	94674	P	181346	JOHN AKIO FIRMIN	NEWPORT
2013	P	93068	P	512016	JOHN SODUE	BEAUFORT
2015	P	115735	P	512016	JOHN SODUE	BEAUFORT
2014	P	99143	P	512016	JOHN SODUE	BEAUFORT
2013	P	93068	P	512016	JOHN SODUE	BEAUFORT
2015	P	111665	P	460310	ROBERT COX	15.00
2014	P	96774	P	460310	ROBERT COX	15.00
2013	P	87298	P	460310	ROBERT COX	15.00
2015	P	111665	P	460310	ROBERT COX	7.54
2014	P	96774	P	460310	ROBERT COX	11.97
2013	P	87298	P	460310	ROBERT COX	11.81

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2015	P	112697	P	75981	DAVID WILLIAM SEAMSTER	13.37
2014	P	94451	P	75981	DAVID WILLIAM SEAMSTER	24.76
2013	P	84741	P	75981	DAVID WILLIAM SEAMSTER	25.22
2012	P	85071	P	75981	DAVID WILLIAM SEAMSTER	25.80
2012	P	91696	P	8857	MICHAEL E ETAL ROBERTS	21.10
2011	P	57538	P	8857	MICHAEL E ETAL ROBERTS	12.97
2010	P	57538	P	8857	MICHAEL E ETAL ROBERTS	11.34
2009	P	28469	P	8857	MICHAEL E ETAL ROBERTS	12.93
2012	P	91696	P	8857	MICHAEL E ETAL ROBERTS	10.00
2011	P	57538	P	8857	MICHAEL E ETAL ROBERTS	10.00
2010	P	57538	P	8857	MICHAEL E ETAL ROBERTS	10.00
2009	P	28469	P	8857	MICHAEL E ETAL ROBERTS	10.00
2015	P	112527	P	324298	SARAH L PERRY	15.00
2014	P	102615	P	324298	SARAH L PERRY	15.00
2013	P	92831	P	324298	SARAH L PERRY	15.00
2012	P	93128	P	324298	SARAH L PERRY	15.39
2014	P	113015	P	475686	KIMBERLEY P WILLIS	32.57
2013	P	97489	P	475686	KIMBERLEY P WILLIS	34.62
2013	P	88129	P	475686	KIMBERLEY P WILLIS	15.00
2012	P	88796	P	475686	KIMBERLEY P WILLIS	15.00
2015	P	113016	P	475686	KIMBERLEY P WILLIS	15.00
2014	P	97489	P	475686	KIMBERLEY P WILLIS	15.00
2013	P	88129	P	475686	KIMBERLEY P WILLIS	10.00
2012	P	88796	P	475686	KIMBERLEY P WILLIS	10.00
2015	P	112259	P	299799	WILLIAM A LEWIS	11.31
2014	P	102460	P	299799	WILLIAM A LEWIS	11.53
2013	P	92685	P	299799	WILLIAM A LEWIS	11.53
2012	P	92957	P	299799	WILLIAM A LEWIS	9.49
2010	P	48121	P	299799	WILLIAM A LEWIS	15.00
2015	P	112259	P	299799	WILLIAM A LEWIS	15.00
2014	P	102460	P	299799	WILLIAM A LEWIS	15.00
2013	P	92685	P	299799	WILLIAM A LEWIS	10.00
2012	P	92957	P	299799	WILLIAM A LEWIS	10.00
2010	P	48121	P	299799	WILLIAM A LEWIS	15.00
2015	P	111767	P	470402	MARK DYER	15.00
2014	P	97296	P	470402	MARK DYER	15.00
2013	P	87906	P	470402	MARK DYER	10.00
2012	P	88543	P	470402	MARK DYER	3.82
2017	P	114876	P	519234	CAROL WALKER HUGHES	30.87
2017	P	114876	P	519234	CAROL WALKER HUGHES	22.07
2017	P	114876	P	519234	CAROL WALKER HUGHES	2.45
2016	P	49727	P	519234	CAROL WALKER HUGHES	9.05
2016	P	49727	P	519234	CAROL WALKER HUGHES	2.19
2015	P	121641	P	519234	CAROL WALKER HUGHES	8.09
2018	P	203663	P	519115	TOBY LEE STAMPER	1.19
2018	P	203663	P	519115	TOBY LEE STAMPER	8.40
2017	P	114759	P	519115	TOBY LEE STAMPER	1.24
2017	P	114759	P	519115	TOBY LEE STAMPER	37.53
2018	P	214871	P	464529	DOUGLAS TAYLOR	

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2018	P	214871	P	464529	DOUGLAS TAYLOR	15.00
2018	P	212271	P	529763	JOHNNIE LEWIS JR BARBER	9.08
2018	P	209524	P	526714	SCOTT KELLY	58.22
2018	P	199726	P	515059	MIQUEL BARRAGAN	22.47
2018	P	199726	P	515059	MIQUEL BARRAGAN	8.95
2017	P	110265	P	515059	MIQUEL BARRAGAN	22.47
2017	P	110265	P	515059	MIQUEL BARRAGAN	8.95
2017	P	110265	P	515059	MIQUEL BARRAGAN	24.56
2016	P	44586	P	515059	MIQUEL BARRAGAN	8.95
2016	P	44586	P	515059	MIQUEL BARRAGAN	15.00
2018	P	199726	P	515059	MIQUEL BARRAGAN	15.00
2017	P	110265	P	515059	MIQUEL BARRAGAN	15.00
2016	P	44586	P	515059	MIQUEL BARRAGAN	15.00
2018	P	210239	P	527298	ROBERT JOSEPH HARNED	4.34
2018	P	210239	P	527298	ROBERT JOSEPH HARNED	4.55
2018	P	212488	P	529951	ROBERT JOSEPH HARNED	7.01
2018	P	203684	P	519142	JAMES EDWARD BRANTLEY	8.85
2018	P	203684	P	519142	JAMES EDWARD BRANTLEY	15.81
2017	P	114782	P	519142	JAMES EDWARD BRANTLEY	9.26
2017	P	114782	P	519142	JAMES EDWARD BRANTLEY	15.81
2016	P	49626	P	519142	JAMES EDWARD BRANTLEY	13.82
2016	P	49626	P	519142	JAMES EDWARD BRANTLEY	15.81
2016	P	49626	P	519142	JAMES EDWARD BRANTLEY	15.00
2018	P	203684	P	519142	JAMES EDWARD BRANTLEY	15.00
2017	P	114782	P	519142	JAMES EDWARD BRANTLEY	15.00
2016	P	49626	P	519142	JAMES EDWARD BRANTLEY	15.00
2015	P	111514	P	519142	JAMES EDWARD BRANTLEY	11.45
2015	P	111514	P	519142	JAMES EDWARD BRANTLEY	16.12
2015	P	111514	P	519142	JAMES EDWARD BRANTLEY	15.00
2015	P	111514	P	519142	JAMES EDWARD BRANTLEY	63.25
2018	P	199706	P	538556	ELSA JIMENEZ	66.89
2017	P	110242	P	538556	ELSA JIMENEZ	69.32
2016	P	44561	P	411479	ELANA FLYNN HALL	15.00
2018	P	199706	P	538556	ELSA JIMENEZ	15.00
2017	P	110242	P	538556	ELSA JIMENEZ	15.00
2016	P	44561	P	411479	ELANA FLYNN HALL	15.00
2018	P	214977	P	532638	LOIS EUGENIA PRETTYMAN	19.43
2018	P	214977	P	532638	LOIS EUGENIA PRETTYMAN	15.00
2018	P	199721	P	408453	KATHY MOORE HIGGS	13.03
2018	P	110260	P	408453	KATHY MOORE HIGGS	13.03
2017	P	44581	P	408453	KATHY MOORE HIGGS	13.03
2016	P	199721	P	408453	KATHY MOORE HIGGS	15.00
2018	P	110260	P	408453	KATHY MOORE HIGGS	15.00
2017	P	44581	P	408453	KATHY MOORE HIGGS	15.00
2016	P	215039	P	532719	MARY WELLS	62.72
2018	P	215039	P	532719	MARY WELLS	15.00
2018	P	200988	P	516374	WADE DONALD SR WILLIS	9.60
2018	P	200988	P	516374	WADE DONALD SR WILLIS	3.60
2018	P	200988	P	516374	WADE DONALD SR WILLIS	17.28
2018	P	200988	P	516374	WADE DONALD SR WILLIS	7.28
2017	P	111722	P	516374	WADE DONALD SR WILLIS	9.12
2017	P	111722	P	516374	WADE DONALD SR WILLIS	3.42

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RELEASE LESS THAN 100.00

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Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2017	P	111722	P	516374	WADE DONALD SR WILLIS	16.42
2017	P	111722	P	516374	WADE DONALD SR WILLIS	6.91
2018	P	212722	P	398419	KENNETH BRIAN COOPER	9.27
2018	P	208795	P	462085	THOMAS ANDREW SEIBERT	7.03
2018	P	208795	P	462085	THOMAS ANDREW SEIBERT	15.00
2018	P	212807	P	530231	JOSEPH DARYL STYRON	68.08
2018	P	205163	P	520931	WILLIS O'NEAL BROWN	44.13
2017	P	116542	P	520931	WILLIS O'NEAL BROWN	4.89
2016	P	51633	P	520931	WILLIS O'NEAL BROWN	5.46
2018	P	212482	P	529949	STEVEN RAFFAELE FASULO	3.57
2018	P	200965	P	1314	LOU ANN JEFFORDS	3.10
2018	P	200965	P	1314	LOU ANN JEFFORDS	9.98
2018	P	208886	P	71008	GORDON EARL CANFIELD	6.00
2018	P	121160	P	71008	GORDON EARL CANFIELD	6.00
2016	P	57091	P	71008	GORDON EARL CANFIELD	15.00
2018	P	208886	P	71008	GORDON EARL CANFIELD	15.00
2017	P	121160	P	71008	GORDON EARL CANFIELD	15.00
2016	P	57091	P	71008	GORDON EARL CANFIELD	63.18
2018	P	213053	P	530434	JOSEPH H IV RAMSAY	22.94
2018	P	199740	P	389825	RENE ASKEW	7.74
2017	P	110282	P	389825	RENE ASKEW	7.36
2016	P	44607	P	389825	RENE ASKEW	7.36
2015	P	110282	P	389825	RENE ASKEW	7.7
2018	P	199740	P	389825	RENE ASKEW	15.00
2017	P	110282	P	389825	RENE ASKEW	15.00
2016	P	44607	P	389825	RENE ASKEW	15.00
2015	P	113084	P	389825	RENE ASKEW	15.00
2018	P	204153	P	519698	AMBER BILES	8.85
2018	P	205991	P	458498	JEFFREY CALHOUN	27.11
2017	P	117823	P	458498	JEFFREY CALHOUN	28.31
2016	P	52750	P	458498	JEFFREY CALHOUN	29.30
2018	R	427264	P	421231	KENNETH MARTIN ETUX EMILY COX	26.34
2017	R	429822	P	421231	KENNETH MARTIN ETUX EMILY COX	26.34
2018	R	333039	P	421231	KENNETH MARTIN ETUX EMILY COX	26.34
2015	R	629672	P	421231	KENNETH MARTIN ETUX EMILY COX	24.33
2018	P	196269	P	350452	TAMATHA C LEWIS	15.30
2017	P	106429	P	350452	TAMATHA C LEWIS	15.30
2016	P	40363	P	350452	TAMATHA C LEWIS	16.03
2016	P	40363	P	350452	TAMATHA C LEWIS	16.22
2015	P	116968	P	525998	KIMBERLY MURRELL	20.39
2018	P	121089	P	525998	KIMBERLY MURRELL	15.81
2017	P	57010	P	525998	KIMBERLY MURRELL	15.00
2018	P	208940	P	525998	KIMBERLY MURRELL	15.00
2017	P	121089	P	525998	KIMBERLY MURRELL	15.00
2016	P	57010	P	525998	KIMBERLY MURRELL	15.00
2018	P	204078	P	519594	JONATHAN DONALD ANDERSON	8.74

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RELEASE LESS THAN 100.00

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Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2017	P	115242	P	519594	JONATHAN DONALD ANDERSON	9.08
2016	P	50150	P	519594	JONATHAN DONALD ANDERSON	9.33
2018	P	212493	P	529954	BENJAMIN G SR WACK	4.20
2018	P	210834	P	521624	JEFFREY D TRACY	73.26
2017	P	123743	P	521624	JEFFREY D TRACY	73.62
2018	P	210976	P	508132	THOMAS MICHAEL ZOBLSIEN	73.35
2017	P	123938	P	508132	THOMAS MICHAEL ZOBLSIEN	75.75
2018	P	210976	P	508132	THOMAS MICHAEL ZOBLSIEN	20.41
2010	P	52608	P	21142	ROBERT E FINCH	2.30
2010	P	52608	P	21142	ROBERT E FINCH	3.13
2018	P	202686	P	510364	NORWOOD KLINE FROST	3.32
2018	P	202686	P	510364	NORWOOD KLINE FROST	.88
2018	P	202686	P	510364	NORWOOD KLINE FROST	5.15
2017	P	113627	P	510364	NORWOOD KLINE FROST	3.51
2017	P	113627	P	510364	NORWOOD KLINE FROST	7.93
2016	P	48350	P	510364	NORWOOD KLINE FROST	5.39
2016	P	48350	P	510364	NORWOOD KLINE FROST	4.71
2016	P	48350	P	510364	NORWOOD KLINE FROST	.97
2016	P	48350	P	510364	NORWOOD KLINE FROST	1.57
FINAL TOTALS						10,159.83
TOTAL						

*** END OF REPORT ***

b. Tax Releases Over \$100

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RELEASE OVER 100.00

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Name Id Number	Name	Total Adjustment	Comment
452313	DAVIS AIKINS	345.00	RETURNED MAIL
479919	GEORGE J HECHTMAN	513.14	RETURNED MAIL
400264	JAMES PHILLIP TAYLOR	104.45	RETURNED MAIL
514631	MARIE W MCCABE ESTATE	121.78	RETURNED MAIL
374092	LINDA T MCCAULEY	162.00	RETURNED MAIL
243915	JEFFERY S ETUX LORETT ANDERSON	371.00	RETURNED MAIL
433717	TONY RAY ROSS D/B/A	736.31	BOAT IS LOCATED IN FLORIDA
433717	TONY RAY ROSS D/B/A	680.59	MOVED BOAT AND BUSINESS TO FL IN 11
418442	RIG BOAT LLC	946.54	RETURNED MAIL
51540	TWYLA J GILLIKIN	162.00	RETURNED MAIL
515070	KARLA EPPERHEARD	165.00	RETURNED MAIL
215077	DONALD HALL	165.00	RETURNED MAIL
1433	ERNEST BROWN	165.00	RETURNED MAIL
1433	ERNEST BROWN	162.00	RETURNED MAIL
1433	ERNEST BROWN	162.00	RETURNED MAIL
28397	MARION E WHITACRE	165.00	RETURNED MAIL
28397	MARION E WHITACRE	165.00	RETURNED MAIL
399501	MARY TROTT L/T MORRIS	165.00	RETURNED MAIL
398501	MARY TROTT L/T MORRIS	165.00	RETURNED MAIL
399501	MARY TROTT L/T MORRIS	165.00	RETURNED MAIL
432564	MARGARITA G JIMENEZ	162.00	RETURNED MAIL
432564	MARGARITA G JIMENEZ	162.00	RETURNED MAIL
432564	MARGARITA G JIMENEZ	162.00	RETURNED MAIL
432564	MARGARITA G JIMENEZ	162.00	RETURNED MAIL
51201	JOHN SODUE	162.00	RETURNED MAIL
8857	MICHAEL E ETAL ROBERTS	162.00	RETURNED MAIL
8857	MICHAEL E ETAL ROBERTS	162.00	RETURNED MAIL
8857	MICHAEL E ETAL ROBERTS	162.00	RETURNED MAIL
8857	MICHAEL E ETAL ROBERTS	126.74	RETURNED MAIL
324298	SARAH L PERRY	113.78	RETURNED MAIL
324298	SARAH L PERRY	136.23	RETURNED MAIL
324298	SARAH L PERRY	165.00	RETURNED MAIL
324298	SARAH L PERRY	16.00	RETURNED MAIL
324298	SARAH L PERRY	162.00	RETURNED MAIL
324298	SARAH L PERRY	141.55	RETURNED MAIL
470402	MARK DYER	144.39	RETURNED MAIL
470402	MARK DYER	145.07	RETURNED MAIL
470402	MARK DYER		
FINAL TOTALS			8,650.61
TOTAL			

*** END OF REPORT ***

c. Tax Refunds Under \$100

06/01/20 01:30:00

Refunds to be Issued by Finance Office - \$100.00 and Under

Remit To:	Address	City	St	Zip Code	TransNo	Reference
	Refund					
ATLANTIC ELECTRIC SERVICE	348 HARKERS ISLAND RD OVER PAYMENT CHECK 2169	BEAUFORT	NC	28516	2265025	2015 P 0035291
BROWN, JAMES C JR	72.53 317 WHITEHOUSE FORKS RD OVERPAYMENT DEBT SETOFF	SWANSBORO	NC	28584	2264955	2016 R 5385.01.08.2442000
CENLAR CORELOGIC TAX SERVICE	3001 HACKBERRY RD OVERPAYMENT CHECK 754304	IRVING	TX	75063	2265510	2019 R 6339.20.82.6323000
CHAPPELLS FUNERAL HOME	555 CREECH RD OVER PAYMENT CHECK 746	GARNER	NC	27529	2265043	2019 R 6386.19.62.1495000
COX, KENNETH MARTIN	ETUX EMIL 5728 MIZUNO DR 86.45 DOUBLE BILLED	FUQUAY VARINA	NC	275264494	2265173	2019 R 5395.04.90.9733000
COX, KENNETH MARTIN	ETUX EMIL 5728 MIZUNO DR 26.34 DOUBLE BILLED	FUQUAY VARINA	NC	275264494	2265174	2018 R 5395.04.90.9733000
COX, KENNETH MARTIN	ETUX EMIL 5728 MIZUNO DR 26.34 DOUBLE BILLED	FUQUAY VARINA	NC	275264494	2265175	2017 R 5395.04.90.9733000
COX, KENNETH MARTIN	ETUX EMIL 5728 MIZUNO DR 26.34 DOUBLE BILLED	FUQUAY VARINA	NC	275264494	2265176	2016 R 5395.04.90.9733000
COX, KENNETH MARTIN	ETUX EMIL 5728 MIZUNO DR 24.33 DOUBLE BILLED	FUQUAY VARINA	NC	275264494	2265177	2015 R 5395.04.90.9733000
DEBRA NELSON WILLIS	560 FIGOTT RD OVER PAYMENT CHECK 1609	GLOUCESTER	NC	28528	2265139	2019 R 7336.04.94.5015000
ELLISON, JULIE ANN ODEN L/T	PO BOX 314 OVERPAYMENT CHECK 0300397487	BEAUFORT	NC	28516	2265322	2019 R 7306.18.31.0566000
FLORENCE, ANTHONY ISRAEL	923 HARRELL DR OVER PAYMENT CHECK 2922	MOREHEAD CITY	NC	28557	2265296	2016 P 0025667
GOODWIN, ALVAH J JR	ETUX RACH 3095 CEDAR ISLAND RD OVERPAYMENT CHECK 10279	CEDAR ISLAND	NC	28520	2264833	2019 R 8406.01.35.8966000
HARRIS, JULIE SHANNON	64.00 PO BOX 173 ALREADY PD/DEBT SETOFF	DAVIS	NC	28524	0	2015 R 736903340893000
JOHNSON, DOUGLAS	5.80 763 MERRIMON RD OVER PAYMENT CHECK 26351067014	BEAUFORT	NC	28516	2265140	2019 R 7319.03.02.7541000
KEEFER, THOMAS JR	58.14 PO BOX 549 ALREADY PAID/DEBT SETOFF	PLEASANT GARDEN	NC	27313	0	2009 F 0052805
KERR, JOHNNY BANKS	98.48 1320 CAMERON VIEW COURT ALREADY PD/DEBT SETOFF	RALEIGH	NC	27607	0	2017 F 0021854
KREMER, INGRID	58.99 107 SECOND STREET OVERPAYMENT STURGIS	MARSHALLBERG	NC	28553	2265220	2019 R 7346.15.62.3850000

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Refunds to be Issued by Finance Office - \$100.00 and Under

Remit To:	Address	City	St	Zip Code	TransNo	Reference
	Refund					
LACKEY, LILLIAN CAROLYN ETAL	18.13 1009 QUAKER DRIVE OVERPAYMENT CHECK 4635	HANNAHAN	SC	29410	2265014	2019 R 6348.17.11.1233000
LEE, JOHN	68.14 722 CEDAR POINT BLD #183 ALREADY PD/DEBT SETOFF	CEDAR POINT	NC	28584	0	2016 P 0020676
LERETA LLC ATTN: REFUND DEPE	22.50 PO BOX 35605 OVER PAYMENT CHECK 0225276	DALLAS	TX	75235	2265507	2019 R 6339.16.72.8998000
MANESS, RICHARD	8.06 1006 BROAD STREET OVERPAYMENT CHECK 6627	BEAUFORT	NC	28516	2265364	2019 R 7305.06.49.0638000
NATIONSTAR MORTGAGE	49.84 PO BOX 35605 OVERPAYMENT CHECK 0089842	DALLAS	TX	75235	2264819	2019 R 6316.04.93.6293000
OSHAL, SANDRA MARIE SALTER	4.07 499 OLD RIVER ROAD OVERPAYMENT CHECK 26351065113	BEAUFORT	NC	28516	2264925	2018 R 7319.00.90.1642000
OSHAL, SANDRA MARIE SALTER	2.16 499 OLD RIVER ROAD OVERPAYMENT CHECK 26351065124	BEAUFORT	NC	28516	2264926	2018 R 7319.00.90.6884000
POLLOCK, HAROLD R ETUX LIND	32.88 L 681 EAST CHATHAM STREET OVERPAYMENT CHECK 7245	NEWPORT	NC	28570	2265362	2019 R 6347.01.46.0924000
REED, TIM	72.38 2409 MARSH TURN LANE ALREADY PAID/DEBT SETOFF	MOREHEAD CITY	NC	28557	0	2018 P 0530263
SALTER, JOHNNICE JOHNSON	4.57 112 GOSLING LN OVERPAYMENT CHECK 1780	BEAUFORT	NC	285169760	2264913	2019 R 7337.03.03.1185000
SELECT PORTFOLIO SERVICING	4.54 I 3217 SOUTHER DECKER LAKE DR OVERPAYMENT CHECK 513784	SALT LAKE CITY	UT	84119	2264922	2019 R 7346.11.66.2015000
TENHAGEN, SHIRLEY L L/T	4.83 10024 COLONNADE DRIVE OVERPAYMENT CHECK 0000007000	TAMPA	FL	336471863	2264933	2019 R 5385.18.40.2592000
TYER, JANE HENSON	73.29 P O BOX 1394 ALREADY/PD DEBT SETOFF	KINSTON	NC	28503	0	2018 P 0048057
WILLIAMS, STEVEN	46.00 905 TURNER POND DRIVE ALREADY PAID/DEBT SETOFF	GARNER	NC	27529	0	2011 P 0019564

FINAL TOTALS
TOTAL 1,103.91

*** END OF REPORT ***

d. Tax Refunds Over \$100

Remit To:	Address	City	St	Zip Code	Reference
Refund					
CASHWELL, GARY MICHAEL 163.69	168 OSCAR HILL ROAD ALREADY PAID	NEWPORT	NC	28570	2012 R 633803402017000
FARSTER, PETER L ETAL 105.53	BRUSHWO PO BOX 607 OVER PAYMENT CHECK 4295	HARKERS ISLAND	NC	28531	2019 R 7335.14.32.3883
GILLIKIN, PAULA DUNN 161.00	424 FIRE TOWER RD M/H BILLED AS REAL PROPERTY	BEAUFORT	NC	285167113	2010 P 0035687
MORRIS, JESSE JR 116.66	228 SUMMERPLACE DRIVE ALREADY PD/DEBT SETOFF	GLOUCESTER	NC	28528	2019 R 733602973638000
STYRON, TOMMY GLENN 126.12	380 NELSON NECK RD OVERPAYMENT CHECK 4266	SEA LEVEL	NC	28577	2018 R 7481.01.25.7462
VANKOUTEREN, KATHLEEN MARY 224.00	PO BOX 313 ALREADY PD/DEBT SETOFF	BEAUFORT	NC	28516	2018 R 730703439026000
VENDETTI INSURANCE AGENCY IN 392.27	106 OAK RIDGE DRIVE OVERPAYMENT CHECK 6001	HAVELOCK	NC	28532	2017 P 0082039
FINAL TOTALS					
TOTAL	1,291.27				

*** END OF REPORT ***

e. Tax Collector's Monthly Report

Carteret County Tax Department

Appraisal: (252) 728-8485
 Personal Property: (252) 728-8535
 Business Personal: (252) 728-8483
 Collections: (252) 728-8525
 Mapping/GIS: (252) 728-8490



Sarah T. Davis
 Tax Administrator
 Tel: (252) 728-8535
 Fax: (252) 728-8588
 CC Payments Online or by Phone
 www.carteretcountytax.com
 1-888-544-9433

Memorandum

To: Board of Commissioners
 Tommy Burns

From: Sarah Davis
 Tax Administrator

Re: BOC monthly collections report

Date: June 1, 2020

Attached is the monthly collection's report to the Board of Commissioners as required by North Carolina General Statute 105-350. No action is required by the Board. It is presented for information purposes only. The collection report shows the total levy, collection, and unpaid balance for each year of the past ten years, beginning with 2009 and coming forward to 2019. This report is presented each month in your agenda package. The total collections for the ten years are \$667,695,192.60. The unpaid balance outstanding for the 10 year period is \$7,525,087.48 including deferred taxes. The Tax Department will continue to pursue collection of unpaid taxes as authorized by North Carolina Statutes.

ACS TAX COLLECTION SYSTEM		BOC MONTHLY REPORT										CARTERET COUNTY									PAGE 1							
06/01/2020 09:19:06		TC650R																										
Typ Bill	Year	Property Number	Dist	Twn	Sch	Special	Districts	1	2	3	4	5	6	7	8	9	User	Codes	Deferred	Defer	MV							
			Code														1	2	3	4	5	6	7	8	9	Flag	Inelig	Batch
****		Totals for Tax year		2008																								
		# of Properties Processed		144,222																								
Original Balances	54,275,701.53	TAX	51,222,930.51	Spec Asmt	2,353,295.00	Deferred	198,232.09	CB Deferred	.00	Interest	458,487.50	Fees	32,756.43															
Total Adjustments	681,461.40		50,764,121.83		39,564.24		.00		.00		453,674.16		44,768.81															
Total Collections	53,594,882.56		50,764,121.83		2,322,316.78		.00		.00		4,813.34		464.03															
Unpaid Balances	9,468.85		2,717.20		1,413.43		.00		.00																			
****		Totals for Tax year		2009																								
		# of Properties Processed		143,265																								
Original Balances	54,946,474.57	TAX	51,809,907.51	Spec Asmt	2,392,968.00	Deferred	193,267.34	CB Deferred	.00	Interest	546,742.87	Fees	23,788.85															
Total Adjustments	396,467.59		51,589,121.48		2,283,472.22		193,267.34		.00		505,484.70		35,054.25															
Total Collections	54,465,837.78		51,589,121.48		2,321,825.93		.00		.00		41,258.17		947.09															
Unpaid Balances	84,369.20		37,690.51		4,513.43		.00		.00																			
****		Totals for Tax year		2010																								
		# of Properties Processed		143,838																								
Original Balances	55,363,898.41	TAX	52,424,638.58	Spec Asmt	2,351,053.00	Deferred	229,595.63	CB Deferred	.00	Interest	534,141.44	Fees	24,425.76															
Total Adjustments	313,861.95		52,109,776.63		23,935.04		227,888.91		.00		487,265.71		9,665.33															
Total Collections	55,149,654.67		52,303,655.84		2,321,825.93		1,711.12		.00		46,875.73		895.62															
Unpaid Balances	100,641.76		47,579.38		5,291.03		.00		.00																			
****		Totals for Tax year		2011																								
		# of Properties Processed		144,282																								
Original Balances	56,054,470.78	TAX	52,935,189.46	Spec Asmt	2,320,355.00	Deferred	225,239.96	CB Deferred	.00	Interest	547,393.77	Fees	25,052.49															
Total Adjustments	377,981.73		52,557,207.73		23,978.75		224,660.27		.00		449,794.00		13,908.69															
Total Collections	55,454,525.27		52,557,207.73		2,306,788.55		579.69		.00		97,599.77		1,397.20															
Unpaid Balances	221,963.78		114,551.72		8,415.09		.00		.00																			
****		Totals for Tax year		2012																								
		# of Properties Processed		144,824																								
Original Balances	55,148,280.24	TAX	51,997,323.51	Spec Asmt	2,359,242.00	Deferred	218,866.12	CB Deferred	.00	Interest	544,235.51	Fees	27,943.10															
Total Adjustments	363,488.81		51,997,323.51		33,098.56		217,258.96		.00				5,897.98															



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 6/2/2020 2:42:29 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Refund Description	Refund Reason	Issue Date	Tax Jurisdiction	Levy Type	Charge	Interest Change	Total Change
BARNES, CHARLES MILTON JR	BARNES, CHARLES MILTON JR		703 LORD GRANVILLE DR		MOREHEAD CITY, NC 28557	Adjustment <	003283885	88887	Refund Generated due to adjustment on Bill #003283885-2019-2019-0000-00	Over Assessment	05/14/2020	9010	Tax	(\$28.81)	\$0.00	(\$28.81)
												32	Tax	(\$6.23)	\$0.00	(\$6.23)
																\$34.84
BEASLEY, WALTER KENNETH	BEASLEY, WALTER KENNETH	BEASLEY, MARY MATTHEWS	201 HURST RD		EMERALD ISLE, NC 28594	Adjustment <	0053247090	WSP4897	Refund Generated due to adjustment on Bill #0053247090-2019-2019-0000-00	Slurs error	05/04/2020	9010	Tax	\$0.00	\$0.00	\$0.00
												1490	Tax	(\$8.28)	\$0.00	(\$8.28)
												37	Tax	\$1.39	\$0.00	\$1.39
												19	Tax	\$1.16	\$0.00	\$1.16
																\$5.73
BIGGERS, NANCY WYATT	BIGGERS, NANCY WYATT		900 OAK DR		MOREHEAD CITY, NC 28557	Proration	0018784542	PHS3405	Refund Generated due to proration on Bill #0018784542-2018-2018-0000-00	Tag Surrender	05/22/2020	9010	Tax	(\$0.89)	\$0.00	(\$0.89)
												30	Tax	(\$0.14)	\$0.00	(\$0.14)
												50	Tax	(\$0.06)	\$0.00	(\$0.06)
																\$1.09
BOYD, DALE EVERETT	BOYD, DALE EVERETT		157 HAWTHORNE DR		PINE KNOLL SHORES, NC 28512	Proration	0021653522	BKY7331	Refund Generated due to proration on Bill #0021653522-2018-2018-0000-00	Tag Surrender	05/26/2020	9010	Tax	(\$5.81)	\$0.00	(\$5.81)
												1353	Tax	(\$3.69)	\$0.00	(\$3.69)
												94	Tax	(\$0.30)	\$0.00	(\$0.30)
																\$9.80
BOYD, DALE EVERETT	BOYD, DALE EVERETT		157 HAWTHORNE DR		PINE KNOLL SHORES, NC 28512	Proration	0048568458	HCO6676	Refund Generated due to proration on Bill #0048568458-2018-2018-0000-00	Tag Surrender	05/26/2020	9010	Tax	(\$9.13)	\$0.00	(\$9.13)
												1353	Tax	(\$5.80)	\$0.00	(\$5.80)
												94	Tax	(\$0.47)	\$0.00	(\$0.47)
																\$15.40
CARTWRIGHT, ROY LARRY JR	CARTWRIGHT, ROY LARRY JR		PO BOX 40		NEWPORT, NC 28570	Proration	0050732308	JV1804	Refund Generated due to proration on Bill #0050732308-2019-2019-0000-00	Tag Surrender	05/08/2020	9010	Tax	(\$6.97)	\$0.00	(\$6.97)
												1460	Tax	(\$6.03)	\$0.00	(\$6.03)
																\$15.00
CONLEY, TERESA GAIL	CONLEY, TERESA GAIL		225 ROYAL OAKS CT		CEDAR POINT, NC 28584	Proration	0039292253	SZX7273	Refund Generated due to proration on Bill #0039292253-2019-2019-0000-00	Tag Surrender	05/27/2020	9010	Tax	(\$28.56)	\$0.00	(\$28.56)
												1561	Tax	(\$8.52)	\$0.00	(\$8.52)
												37	Tax	(\$5.53)	\$0.00	(\$5.53)
												19	Tax	(\$4.61)	\$0.00	(\$4.61)
																\$47.22
COPPOLA, WENDY	COPPOLA, WENDY		287 BARRINGTON RDG		NEWPORT, NC 28570	Proration	0009451092	ZWM2820	Refund Generated due to proration on Bill #0009451092-2018-2018-0000-00	Tag Surrender	05/15/2020	9010	Tax	(\$5.35)	(\$0.27)	(\$5.62)
												1558	Tax	(\$0.69)	(\$0.04)	(\$0.90)
												37	Tax	(\$1.04)	(\$0.08)	(\$1.10)
												19	Tax	(\$0.86)	(\$0.04)	(\$0.90)
																\$6.52
CRAFT, TRACEY FILZEN	CRAFT, TRACEY FILZEN		245 BOBBYS DR		NEWPORT, NC 28570	Proration	0048005256	JL8900	Refund Generated due to proration on Bill #0048005256-2018-2018-0000-00	Tag Surrender	05/07/2020	9010	Tax	(\$4.24)	(\$0.30)	(\$4.54)
												35	Tax	(\$1.22)	(\$0.00)	(\$1.22)
																\$5.86
DAVIS, DAVID	DAVIS, DAVID		289 NELSON MEYER DR		SEALEVEL, NC 28577	Adjustment <	0051940572	RAC9235	Refund Generated due to adjustment on Bill #0051940572-2019-2019-0000-00	Slurs error	05/04/2020	9010	Tax	\$0.00	\$0.00	\$0.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Refund Description	Refund Reason	Issue Date	Tax Jurisdiction	Levy Type	Charge	Interest Change	Total Change
PRICE	PRICE								Refund Generated due to adjustment on Bill #0051940572-2019-2019-0000-00			1490	Tax	(\$132.33)	\$0.00	(\$132.33)
												43	Tax	(\$36.21)	\$0.00	(\$36.21)
												47	Tax	(\$37.07)	\$0.00	(\$37.07)
																\$90.05
DAVIS, STEVEN MATTHEW	DAVIS, STEVEN MATTHEW		327 BAHIA LN		CAPE CARVER, NC 28584	Adjustment <	0047607159	PMD2704	Refund Generated due to adjustment on Bill #0047607159-2019-2019-0000-00	Military	05/15/2020	9010	Tax	(\$11.32)	\$0.00	(\$11.32)
												1567	Tax	(\$7.76)	\$0.00	(\$7.76)
												1567	Vehicle	(\$6.00)	\$0.00	(\$6.00)
												37	Tax	(\$2.19)	\$0.00	(\$2.19)
												19	Tax	(\$1.83)	\$0.00	(\$1.83)
																\$28.10
DEAN, JUDY RODES	DEAN, JUDY RODES	DEAN, RICHARD FLOYD	117 PHILLIPS LANDING DR		MOREHEAD CITY, NC 28557	Proration	0052080186	JL8917	Refund Generated due to proration on Bill #0052080186-2019-2019-0000-00	Tag Surrender	05/05/2020	9010	Tax	(\$88.33)	\$0.00	(\$88.33)
												32	Tax	(\$18.80)	\$0.00	(\$18.80)
																\$108.13
DENNY, JANET ELIZABETH	DENNY, JANET ELIZABETH		202 YARDARM CT		EMERALD ISLE, NC 28594	Proration	0034251981	EFB3887	Refund Generated due to proration on Bill #0034251981-2019-2019-0000-00	Tag Surrender	05/19/2020	9010	Tax	(\$4.66)	\$0.00	(\$4.66)
												1556	Tax	(\$2.33)	\$0.00	(\$2.33)
																\$6.99
EHRLER, GREGORY PAUL JR	EHRLER, GREGORY PAUL JR		310 APPALOOSA CT		SWANSBORO, NC 28584	Proration	0052502904	TCJ9867	Refund Generated due to proration on Bill #0052502904-2019-2019-0000-00	Tag Surrender	05/13/2020	9010	Tax	(\$7.53)	\$0.00	(\$7.53)
												40	Tax	(\$2.43)	\$0.00	(\$2.43)
												19	Tax	(\$1.22)	\$0.00	(\$1.22)
																\$11.18
FLUTY, WILLIAM CORBETT	FLUTY, WILLIAM CORBETT		104 BRANDYWINE BLVD		MOREHEAD CITY, NC 28557	Proration	0047535252	CL33406	Refund Generated due to proration on Bill #0047535252-2019-2019-0000-00	Tag Surrender	05/19/2020	9010	Tax	(\$1.30)	\$0.00	(\$1.30)
												32	Tax	(\$0.29)	\$0.00	(\$0.29)
																\$1.64
FOOTE, JAMES THEODORE	FOOTE, JAMES THEODORE	FOOTE, SHARON LEE	125 HOLLINGS CT		NEWPORT, NC 28570	Proration	0036996600	PHC9566	Refund Generated due to proration on Bill #0036996600-2019-2019-0000-00	Tag Surrender	05/07/2020	9010	Tax	(\$49.62)	\$0.00	(\$49.62)
												31	Tax	(\$6.40)	\$0.00	(\$6.40)
												48	Tax	(\$6.40)	\$0.00	(\$6.40)
																\$62.42
GAINES, GARY CHRISTOPHER I	GAINES, GARY CHRISTOPHER I	GAINES, ALLYSON KUES	1603 IVORY GULL DR		MOREHEAD CITY, NC 28557	Proration	0046550503	FK7857	Refund Generated due to proration on Bill #0046550503-2019-2019-0000-00	Tag Surrender	05/22/2020	9010	Tax	(\$70.81)	\$0.00	(\$70.81)
												1361	Tax	(\$86.55)	\$0.00	(\$86.55)
																\$157.36
GAINES, GARY CHRISTOPHER II	GAINES, GARY CHRISTOPHER II		1603 IVORY GULL DR		MOREHEAD CITY, NC 28557	Proration	0052054032	JY7260	Refund Generated due to proration on Bill #0052054032-2019-2019-0000-00	Tag Surrender	05/22/2020	9010	Tax	(\$173.78)	\$0.00	(\$173.78)
												1361	Tax	(\$213.02)	\$0.00	(\$213.02)
																\$386.80
GALLIMORE, DEBORAH OSBORNE	GALLIMORE, DEBORAH OSBORNE	GALLIMORE, RONALD STEVE	110 SILVER LAKE CT		SWANSBORO, NC 28584	Proration	0048415832	FMA8782	Refund Generated due to proration on Bill #0048415832-2019-2019-0000-00	Tag Surrender	05/18/2020	9010	Tax	(\$68.94)	\$0.00	(\$68.94)
												37	Tax	(\$13.34)	\$0.00	(\$13.34)
												19	Tax	(\$11.12)	\$0.00	(\$11.12)
																\$93.40
GARCIA, YVONNE SANCHEZ	GARCIA, YVONNE SANCHEZ		312 KATHRYN CT		NEWPORT, NC 28570	Adjustment >	0048547894	HAR5697	Refund Generated due to adjustment on Bill #0048547894-2019-2019-0000-00	Military	05/20/2020	9010	Tax	(\$60.84)	\$0.00	(\$60.84)
												1460	Tax	(\$80.85)	\$0.00	(\$80.85)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Table with columns: Name, Address, City, State, Zip, License, Plate, Refund Generated due to proration on Bill, Tag Surrender, Date, 9010 Tax, 1557 Vehicle Tax, 1956 Tax, Refund. Includes entries for Harrison Charles Bryant, Hauser Jill Elizabeth, Heath Chester Andrew Jr, Hickman James Richard, Holbert Rachel Angela, Hornier Richard Paul, Huneycutt Elizabeth Anne, Jarman Major Lee II, Kenan Glenn Lee, Lachance Ruth Bennett.



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Table with columns: Name, Address, City, State, Zip, License, Plate, Refund Generated due to proration on Bill, Tag Surrender, Date, 9010 Tax, 1557 Vehicle Tax, 1956 Tax, Refund. Includes entries for Lewis Jacob Randall, Nickens Larry Cobb, Parker David Michael, Randall Jesse Taylor, Rule William Stanley, Scott William Chester, Styron Charles Richard, Try Garrie William, West Carteret Water Corporation, Ybanez Benson Joseph Jr.



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/2/2020 2:42:29 PM

Table with columns: Name, Address, City, State, Zip, License, Plate, Refund Generated due to proration on Bill, Tag Surrender, Date, 9010 Tax, 1557 Vehicle Tax, 1956 Tax, Refund. Includes entries for Gordon Martin Jr, Ybanez Benson Joseph Jr.

3. Approval of Letter of Promulgation in Support of the Emergency Operations Plan & Authority for the Chairman to Execute

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy R. Burns
Clerk to the Board
Rachel B. Hammer

MEMORANDUM

TO: Board of Commissioners
FROM: Tommy Burns, County Manager *Tommy R. Burns*
SUBJECT: Letter of Promulgation/Emergency Operations Plan
DATE: June 15, 2020

Attached is a letter of Promulgation in support of the Carteret County Emergency Operations Plan. The Emergency Services Department is responsible for the maintenance and update of the plan on an annual basis and have made minor revisions. Adoption of the Plan rescinds all previous versions of the plan and remains in effect until a replacement Plan has been implemented. Approval for the Chairman to sign the Letter of Promulgation is recommended.

Tommy R. Burns
County Manager

CARTERET COUNTY EMERGENCY OPERATIONS PLAN

LETTER OF PROMULGATION

DATE: June 15, 2020

TO: CARTERET COUNTY GOVERNMENT
LOCAL MUNICIPAL GOVERNMENTS
CARTERET COUNTY FIRE & EMS DEPARTMENTS
RESIDENTS OF CARTERET COUNTY

By virtue of the powers and authority vested in me as the Chairman of the County Board of Commissioners, I hereby promulgate and issue the Carteret County Emergency Operations Plan, dated May 20, 2020, as a regulation and guidance to provide for the protection of the life and property within Carteret County. The revised Carteret County Emergency Operations Plan (EOP), hereafter will be referred to as "The Plan."

The Plan outlines the coordinated actions to be taken by County, municipal, public safety officials and supporting organizations during emergencies and disastrous events. It identifies manpower and other resources available to minimize, respond to, and recover from the impacts of these emergencies or disasters. On May 16, 2005, The Board of Commissioners adopted a Resolution designating the National Incident Management System (NIMS) as the basis for all Incident Management and requires the use of the Incident Command System (ICS) at all levels of response.

This plan is an effective tool for county-wide emergency planning. It should be implemented as necessary for any significant incident/event or disaster, and when the county issues a State of Emergency (SOE). The Emergency Services Department (ESD) is responsible for the maintenance and update of the plan annually, as required by ordinance, in coordination and agreement with appropriate participating agencies and units of government. Minor, technical changes made by the ESD shall not require re-approval, provided a copy of the changed section is provided to all parties on the distribution list.

Adoption of The Plan rescinds all previous versions of the Carteret County Emergency Operations Plan and shall remain in effect until a proper replacement Plan has been implemented.

Sincerely,

Bill Smith, Chairman
Carteret County Board of Commissioners

4. Approval of Contract for In-Home Aide Services for the Department of Social Services

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
Consolidated Human Services Director
cindy.holman@carteretcountync.gov



Clinton W. Lewis
DSS Director
Consolidated Human Services Deputy Director
clint.lewis@carteretcountync.gov
Stephanie M. Cannon, MPA
Health Director
Consolidated Human Services Deputy Director
stephanie.cannon@carteretcountync.gov

MEMORANDUM

DATE: May 6, 2020

TO: Mr. Bill Smith, Chairman

FROM: Clint Lewis, DSS Director/Consolidated Human Services Deputy Director

RE: Contract for In-Home Aide Services

Carteret County DSS has solicited bids for the In-Home Aide Level II program. This program provides in-home aide services to Carteret County residents who need assistance with activities of daily living in order to remain safely in their own homes. One bid was submitted. The bid of \$15.60/hour from LHCG L, LLC, d/b/a Access Community-Based Services was accepted.

This program is funded through Home Care and Community Block Grant Funds and State-in-Home funds. The total amount paid to the provider per this contract shall not exceed available funding. The county share is included in our budget for the fiscal year 2020-2021. The county share is \$14,654 which is slightly less than last year's county match due to a smaller allocation for our county in the HCCBG budget.

Carteret County DSS respectfully requests that the contract be approved by the Commissioners for this program so that it can be signed and implemented effective July 1, 2020.

THESE DOCUMENTS SIGNED DURING COVID-19 RESTRICTIONS

2020 - 2021 LHCG L, LLC d/b/a Access Community - Based Services
Contract #: LHCG L 06
1 of 3

Contract # LHCG L 06 Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the Carteret County Department of Social Services (the "County") and LHCG L, LLC d/b/a Access Community - Based Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 35-2503790 and DUNS Number (required if funding from a federal funding source). 08000844.

- 1. Contract Documents: This Contract consists of the following documents:
(1) This contract
(2) The General Terms and Conditions (Attachment A)
(3) The Scope of Work, description of services, and rate (Attachment B)
(4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
(5) Conflict of Interest (Attachment D)
(6) No Overdue Taxes (Attachment E)
(7) Federal Certification Regarding Lobbying (Attachment G)
(8) Federal Certification Regarding Debarment (Attachment H)
(9) HIPAA Business Associate Addendum (Attachment I.1 and I.2)
(10) Certification of Transportation (Attachment J)
(11) State Certification (Attachment M)
(12) Certification of Eligibility Under the Iran Divestment Act (Attachment N)
(13) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail.
3. Effective Period: This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021.
4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.
a. There are no matching requirements from the Contractor.
b. The Contractor's matching requirement is \$, which shall consist of:
In-kind
Cash
Cash and In-kind
Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed available funding.

- 6. Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.
7. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective Initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Clint Lewis, DSS Director/ Deputy Director of Human Services	Name & Title	Clint Lewis, DSS Director/ Deputy Director of Human Services
County	Carteret	County	Carteret
Mailing Address	P O Box 779	Street Address	210 Craven Street
City, State, Zip	Beaufort, NC 28518	City, State, Zip	Beaufort, NC 28518
Telephone	252.728.3181		
Fax	252.648.7462		
Email	clint.lewis@carteretcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Joshua L. Proffitt, Executive Vice President	Name & Title	
Company Name	LHC Group, Inc.	Company Name	
Mailing Address	901 Hugh Wallis Road South	Street Address	
City State Zip	Lafayette, LA 70508	City State Zip	
Telephone	337.233.1307		
Fax	337.347.6117		
Email	managedcare@lhcgroupp.com		

10. **Supplementation of Expenditure of Public Funds:**
 The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
 As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**

Contract-General (06/15)

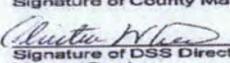
Page 2 of 3

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
 Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

	Executive Vice President, Joshua L. Proffitt	3/12/20
Signature and Title of Contractor	Printed Name	Date
	Bill Smith	
Signature of Chairman Board of Commissioners	Printed Name	Date
	Claud R. Wheatly, III	
Signature of County Attorney	Printed Name	Date
	Tommy Byrns	
Signature of County Manager	Printed Name	Date
	Clint Lewis	3/12/20
Signature of DSS Director/ Deputy Director of Human Services	Printed Name	Date

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

	Dea Meshaw	
Signature of Assistant County Manager/Finance Director	Printed Name	Date

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference.
 A full copy will be retained in the County Manager's Office.

5. Approval of the FY21 Home & Community Care Block Grant Funding Plan & Approval for Chairman to Sign

CARTERET COUNTY DEPARTMENT OF AGING SERVICES

Kisha Williams
Director



Tel: (252) 247-2626
Fax: (252) 247-1045
Lakisha.Williams@carteretcountync.gov
www.carteretcountync.gov

To: Carteret County Board of Commissioners
From: Kisha Williams, Lead Agency on Aging Representative
Date: May 29, 2020
Subject: Home and Community Care Block Grant Funding Plan for FY2021

Enclosed please find the FY20 Home and Community Care Block Grant Funding Plan recommended by the Commissioners' Aging Planning Board on May 29, 2020. These funds will provide necessary services for older adult residents of Carteret County. All revenues and matches are reflected in the attached for each affected agency, including Carteret County Aging Services, Carteret County Department of Social Services, and Coastal Community Action.

This information includes the estimated annual federal and state funding provided under the Older Americans Act. Each year, the Board must approve the Home and Community Care Block Grant Funding Plan. The anticipated grant revenue for the County totals \$470,260 in FY21.

Your approval will be greatly appreciated.

CC: Tommy Burns
Dee Meshaw
Rachel Hammer

Home and Community Care Block Grant for Older Adults											DAAS-731 (Rev. 2/16)	
County Funding Plan											County Carteret	
											July 1, 2020 through June 30, 2021	
County Services Summary												
Services	A				B	C	D	E	F	G	H	I
	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Senior Companion		18514			1835	18349		18349	3440	5.334	8	3440
Medical Transportatio	6500				722	7222		7222	180	40.1222	22	180
In-Home Aide-Level II		132143			14883	146826		148826	4635	31.6777	18	4635
General Transportatio	35015				3891	38906		38906	4227	9.2042	45	4227
HDM		48895			5433	54328	4095	58423	5460	9.99502	51	5460
CN			91133		10126	101259	6900	108159	9200	11.0064	240	9200
Senior Center Operation			140060		15562	155622		155622				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
Total	41515	197552	231193	470260	52251	522512	10995	533507	27142		384	27142

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults											DAAS-732			
Carteret County Aging Services			County Funding Plan								County: CARTERET			
3820 Galantis Drive			Provider Services Summary								Budget Period: July 2020 through June 2021			
Morehead City, NC 28557											Revision #: _____ Date: _____			
Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Transportation (General)			\$ 35,015	\$ -	\$ -	\$ 35,015	\$ 3,891	\$ 38,906	\$ -	\$ 38,906	4,227	\$ 9.2042	45	4,227
Home Delivered Meals			\$ -	\$ 48,895	\$ -	\$ 48,895	\$ 5,433	\$ 54,328	\$ 4,095	\$ 58,423	5,460	\$ 9.9502	51	5,460
Congregate Nutrition			\$ -	\$ -	\$ 91,133	\$ 91,133	\$ 10,126	\$ 101,259	\$ 6,900	\$ 108,159	9,200	\$ 11.0064	240	9,200
Senior Center Operation			\$ -	\$ -	\$ 140,060	\$ 140,060	\$ 15,562	\$ 155,622	\$ -	\$ 155,622	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
Total			\$ 35,015	\$ 48,895	\$ 231,193	\$ 315,103	\$ 35,012	\$ 350,115	\$ 10,995	\$ 361,110	18,887		336	18,887

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate		
	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Authorized Signature, Title
Community Service Provider Date

Signature, Chairman, Board of Commissioners Date

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

6. Approval of School Referendum Bond Order & Public Hearing Resolutions

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department

Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 15, 2020
Subject: School Referendum Bond Order and Public Hearing Resolutions

For your consideration are two resolutions: bond order authorizing the issuance of \$42 million general obligation schools bonds, and a resolution that sets a public hearing and directs publication of a notice for the public hearing regarding the \$42 million general obligation school bonds. The public hearing is scheduled for the July 20, 2020 County Commissioners' Board meeting. Adoption of the resolutions is required in order to advance with the November referendum.

Commissioner _____ introduced the following Bond Order, copies of which have been made available to the Board of Commissioners:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000
GENERAL OBLIGATION SCHOOL BONDS
OF THE COUNTY OF CARTERET, NORTH CAROLINA**

WHEREAS, the Board of Commissioners of the County of Carteret, North Carolina (the "Board of Commissioners") has ascertained and hereby determines that it is necessary to pay the capital costs of improving, renovating, replacing and equipping school facilities, including without limitation school buildings, safety and security measures, maintenance/transportation facilities, athletic and physical education buildings and facilities, and acquiring land for future school needs and other necessary rights-in-land for the Carteret County school system; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation School Bonds hereinafter described as required by the Local Government Bond Act, and the Clerk to the Board of Commissioners has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Carteret, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation School Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation School Bonds authorized by this order shall be \$42,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation School Bonds.

Section 3. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the County at a referendum scheduled for November 3, 2020.

STATE OF NORTH CAROLINA)
)
COUNTY OF CARTERET) SS:

I, *Rachel Hammer*, Clerk to the Board of Commissioners of the County of Carteret, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of the introduction of the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CARTERET, NORTH CAROLINA**" adopted by the Board of Commissioners of the County of Carteret, North Carolina at a meeting held on the 15th day of June, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County, this the 15th day of June, 2020.

(SEAL)

Clerk to the Board of Commissioners
County of Carteret, North Carolina

RESOLUTION OF THE COUNTY OF CARTERET, NORTH CAROLINA REGARDING A BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING

WHEREAS, a bond order entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CARTERET, NORTH CAROLINA”

has been introduced at a meeting of the Board of Commissioners of the County of Carteret, North Carolina (the “*Board of Commissioners*”) this 15th day of June, 2020; and

WHEREAS, the Board of Commissioners desires to provide for the holding of a public hearing thereon on July 20, 2020 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CARTERET, NORTH CAROLINA that the public hearing on said bond order shall be held on the 20th day of July, 2020 at 6:00 p.m., or a soon thereafter as practicable, in the Commissioners’ Boardroom on the Second Floor of the Administration Building located at 302 Court House Square, Beaufort, North Carolina.

BE IT FURTHER RESOLVED that the Clerk to the Board of Commissioners is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the County on or before the 14th day of July, 2020.

BE IT FURTHER RESOLVED that the finance officer of the County is hereby directed to file with the Clerk to the Board of Commissioners, prior to publication of the bond order, along with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the County, the assessed value of property subject to taxation by the County and the percentage that net debt of the County bears to the assessed value of property subject to taxation.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

ADOPTED this the 15th day of June, 2020.

Bill Smith, Chairman

Rachel Hammer
Clerk to Commissioners

STATE OF NORTH CAROLINA)
)
COUNTY OF CARTERET) SS:

I, *Rachel Hammer*, Clerk to the Board of Commissioners of the County of Carteret, North Carolina, **DO HEREBY CERTIFY** the foregoing to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE COUNTY OF CARTERET, NORTH CAROLINA REGARDING A BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**” adopted by the Board of Commissioners of the County of Carteret, North Carolina at a meeting held on the 15th day of June, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County, this the 15th day of June, 2020.

(SEAL)

Clerk to the Board of Commissioners
County of Carteret, North Carolina

7. Approval of Beach Nourishment Reserve Budget Amendment: \$5,855,825

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Greg "Rudi" Rudolph, Shore Protection Manager
Date: June 15, 2020
Subject: Beach Nourishment Reserve Budget Amendment

Attached for your consideration is a \$5,855,825 budget amendment transferring beach nourishment reserve funds to the Beach Nourishment Phase II Project. Due to the timing of FEMA reimbursement funds to the Towns of Pine Knoll Shores and Emerald Isle, the transfer of reserve funds is necessary. As the municipalities receive the reimbursement funds, the Towns will reimburse the beach nourishment reserve fund. The attached budget amendment is recommended for approval.

Carteret County Budget Amendment
Fiscal Year 2019-2020
Funds: Beach Nourishment Project Phase II
Date: 06/15/20

Justification: To appropriate and transfer reserved beach nourishment for Phase II project

	Description	Account Number	Increase
General Fund	Revenues	Appr Fund Balance: Beach Nourishment Res	110.00.3990.900
			<u>5,855,825</u>
	Total Increase in Revenues		<u>5,855,825</u>
	Expenditures	Transfer to 400 Fund Beach Nourishment	110.98.9800.90008
			<u>5,855,825</u>
Total Increase in Expenditures			<u>5,855,825</u>
County Capital Improvement Fund	Revenues	Transfer in General Fund: Beach N. Reserve	400.98.3980.900
			<u>5,855,825</u>
	Total Increase in Revenues		<u>5,855,825</u>
	Expenditures	Beach Nourishment Phase II	400.40.8110.83000
			<u>5,855,825</u>
Total Increase in Expenditures			<u>5,855,825</u>

Chairman Board of Commissioners _____
Date: _____

8. Approval of Revision to the FY2020 Home & Community Care Block Grant as a Result of Effects of COVID-19

DEPARTMENT OF AGING SERVICES

Kisha Williams
Director, Aging Services



Tel: (252) 247-2826
Fax: (252) 247-1045
Lakisha.Williams@carteretcountygov.org
www.carteretcountygov.org

MEMORANDUM

TO: Carteret County Board of Commissioners
FROM: Kisha Williams, Lead Agency on Aging Representative
DATE: May 21, 2020
SUBJECT: Home & Community Care Block Grant FY2020 REVISION

Enclosed please find the revised funding plan for Carteret County Senior Center Operations, General Transportation, Senior Companion and Medical Transportation service provider of HCCBG programs for your signature. This latest revision is due to the suspension of three grant services due to the unforeseen effects of COVID-19. Below are the increased and decreased allocations per agency and service provider:

Agency	Services	Increase	Decrease
Aging Services	Senior Center Operations	\$19,294	
Aging Services	General Transportation		\$12,389
Coastal Community Action	Senior Companion		\$4,144
Coastal Community Action	Medical Transportation		\$2,761

Please let me know if you have any questions and thank you for your assistance.

North Carolina Division of Aging and Adult Services
 Service Cost Comparison Worksheet

2005-2006

Service	Grand Total	Fiscal Year															
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Proposed Revenue																	
A. Facilities Funding from the State of Aging & Adult Svcs	1,000,000																
B. Supplemental Revenue - Cash																	
C. Supplemental Revenue - In-Kind																	
D. Supplemental Revenue - Other																	
E. Total Supplemental Revenue																	
F. Total Revenue																	
Expenditures																	
G. Personnel																	
H. Materials																	
I. Travel																	
J. Other																	
K. Total Expenditures																	

Division of Aging and Adult Services
 Service Cost Comparison Worksheet

Service	Grand Total	Fiscal Year															
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Expenses																	
A. Salaries																	
B. Benefits																	
C. Travel																	
D. Other																	
E. Total Operating Expenses																	
Capital Expenses																	
F. Equipment																	
G. Construction																	
H. Other																	
I. Total Capital Expenses																	

Division of Aging and Adult Services
 Service Cost Comparison Worksheet

Service	Grand Total	Fiscal Year															
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Administrative Expenses																	
A. Salaries																	
B. Benefits																	
C. Travel																	
D. Other																	
E. Total Administrative Expenses																	
Program Expenses																	
F. Salaries																	
G. Benefits																	
H. Travel																	
I. Other																	
J. Total Program Expenses																	

* The balance of Aging & Adult Services approved program income from reimbursement and/or subsidies. (See 037 reflects the number of units that will have to be produced in addition to those listed in the CC in order to cover the revenue deficit in the CC.

Signature: _____ Title: _____ Date: _____

Information on the form 2005-2006 is provided with

Facilities Funding	09014	09014
Supplemental Revenue - Cash & In-Kind	09015	09015
Supplemental Revenue - Other	09016	09016
Personnel	09017	09017
Travel	10018	10018
Proposed CC2006 Reimbursed Units	09019	09019
Total Reimbursed Units	09020	09020
Proposed Total Service Units	09021	09021

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 15, 2020
Subject: FEMA Funds EMS Districts Budget Amendment

Attached for your consideration is a \$35,500 budget amendment appropriating FEMA reimbursement funds for Broad Creek EMS. These are pass through funds to the district for Hurricane Florence building repair expenses. The attached budget amendment is recommended for approval.

Carteret County
Budget Amendment
Fiscal Year 2019-2020
Date: 06/15/20

Justification: To appropriate FEMA funding and related expense for Broad Creek EMS

	Description	Account Number	Increase
Rescue District	Revenues FEMA Revenue: Broad Creek EMS	270.10.3326.200	35,500
	Total Increase in Revenues		<u>35,500</u>
	Expenditures FEMA Expense Broad Creek EMS	270.10.4344.69902	35,500
	Total Increase in Expenditures		<u>35,500</u>

Chairman Board of Commissioners _____

Date: _____

11. Approval of Change Order #1: Atlantic Harbor Maintenance Dredging & Approval of Corresponding Budget Amendment: \$33,600

Shore Protection Manager

Greg L. Rudolph
Tel: (252) 222.5835
Fax: (252) 222.5826
grudolph@carteretcountync.gov



Memorandum

To: Carteret County Board of Commissioners (CBOC)
From: Greg "rudi" Rudolph
Date: June 15, 2020
Re: **Change Order #1**
Atlantic Harbor Maintenance Dredging & Living Shoreline Project
Truing/Reconciling Contract to Actual Dredging Volumes

The CBOC is respectfully requested to give authorization to the County Manager to sign the attached Change Order associated with our Atlantic Harbor Maintenance Dredging & Living Shoreline Project. The Change Order is required to reconcile to volume of shoal material that was stipulated in our contract with TD Eure to the volume that was actually dredged.

Our bid and contract included the anticipated dredging of 8,000 cubic yards from the entrance channel and choke point at Atlantic Harbor. TD Eure completed this scope of work a few days before the environmental window closed and to leverage the extra days afforded by the schedule, we instructed TD Eure to continue dredging to "really clean out the channel" for the boaters who utilize the Harbor. We capped the billable amount of cubic yards at no more than 10% of the contract volume, and accordingly 8,800 cubic yards were ultimately dredged out of Atlantic Harbor and disposed on to the immediately adjacent peninsula of White Point. This obviously equates to 800 cubic yards more than our contract volume of 8,000 cubic yards, and totals an additional \$50,400 for contracting purposes. Of course, the State's Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund will provide the County a 2/3 reimbursement for this Change Order amount (via NCDEQ Contract #8307). Also, the incorporation of this Change Order will not cause the Project to exceed our overall budget. Our budget is \$2,115,000, our original Contract was for \$1,949,188, and this Change Order will mean that \$1,999,588 is our new Contract amount.

Change Order
No. 1-AH

Date of Issuance: 6/05/2020 Effective Date: 6/08/2020

Project: Atlantic Harbor Maintenance Dredging & Living Shoreline	Owner: Carteret County	Owner's Contract No.: N/A
Contract: Atlantic Harbor Maintenance Dredging & Living Shoreline	Date of Contract: March 25, 2020	
Contractor: T D Eure Marine Construction, LLC	Engineer's Project No.: 10153	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The Contractor is authorized to maintenance dredge an additional 800 CY from the Atlantic Harbor entrance channel.
Authorizing the Contractor to remove the additional material maximizes the available time allowed by contract to dredge the channel while also maximizing the mobilization cost benefit.

Attachments (list documents supporting change):
N/A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$1,949,188</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>01 August 2020</u> Ready for final payment (days or date): <u>31 August 2020</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: <u>\$ 1,949,188</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>01 August 2020</u> Ready for final payment (days or date): <u>31 August 2020</u>
Increase of this Change Order: <u>\$ 50,400</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: <u>\$ 1,999,588</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>01 August 2020</u> Ready for final payment (days or date): <u>31 August 2020</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>June 5, 2020</u> Approved by Funding Agency (if applicable): <u>N/A</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
---	---	--

EJCDC C-941 Change Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1

Carteret County

Budget Amendment

Fiscal Year 2019-2020

Department: Capital Improvement Fund

Date: 6/15/2020

Justification: State matching funds for Atlantic Harbor dredging project

Fund	Description	Account Number	Increase	
Capital Improvement	Revenues	NCDEQ State Matching funds	400.20.3811.300	33,600
	Total Increase in Revenues			<u>33,600</u>
	Expenditures	Atlantic Harbor Dredging	400.80.8110.83200	33,600
	Total Increase Expenditures			<u>33,600</u>

Approval Chairman, Board of Commissioners _____

Date: _____

12. Approval of \$53,191 Budget Amendment Appropriating Hurricane Florence FEMA Reimbursement Funds for Building Damage at Fire & EMS Districts (added as amended)

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 15, 2020
Subject: FEMA Funds Fire and EMS Districts Budget Amendment

Attached for your consideration is a \$53,191 budget amendment appropriating FEMA reimbursement funds for Hurricane Florence fire and EMS districts' building damage. The FEMA revenue was has been received and needs to be remitted to the districts before fiscal year end. The attached budget amendment is recommended for approval.

Carteret County
Budget Amendment
Fiscal Year 2019-2020
Date: 06/15/20

Justification: To appropriate FEMA funding and related expense for Fire & EMS Districts

	Description	Account Number	Increase
Rescue District	Revenues		
	FEMA Revenue: Broad Creek EMS	270.10.3326.200	18,319
	FEMA Revenue: Beaufort Rescue	270.10.3326.200	2,212
	Total Increase in Revenues		<u>20,531</u>
Expenditures	FEMA Expense Broad Creek EMS	270.10.4344.69902	18,319
	FEMA Expense: Beaufort Rescue	270.10.4344.69901	2,212
	Total Increase in Expenditures		<u>20,531</u>
Fire District	Revenues		
	FEMA Revenue: South River Fire	280.10.3326.200	3,845
	FEMA Revenue: Stacy Fire	280.10.3326.200	14,997
	FEMA Revenue: Broad Creek Fire	280.10.3326.200	13,818
Total Increase in Revenues		<u>32,660</u>	
Expenditures	FEMA Expense South River Fire	280.10.4345.69905	3,845
	FEMA Expense: Stacy Fire	280.10.4345.69918	14,997
	FEMA Expense Broad Creek Fire	280.10.4345.69902	13,818
	Total Increase in Expenditures		<u>32,660</u>

Chairman Board of Commissioners _____

Date: _____

13. Approval of Letter to the National Association of Counties Advising that Membership is Being Withdrawn *(added as amended)*

Board of Commissioners

Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Jimmy Farrington
Mark Mansfield
Ed Wheatly



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

June 15, 2020

Ms. Mary Ann Borgeson, President
National Association of Counties
660 North Capitol Street NW, Suite 400
Washington, DC 20001

Dear Ms. Borgeson:

At the Monday, June 15, 2020 meeting of the Carteret County Board of Commissioners, the decision was made to withdraw Carteret County's membership in the National Association of Counties ("NACo") organization. Hence, we will not be funding membership in the County's FY20-21 budget.

NACo's endorsement, lobbying and support of the passage of the Three Trillion-Dollar, \$3,000,000,000,000 United States House of Representatives Bill H.R. 6800, was the driving force in reaching this decision. While comments shared by NACo include that investing in Counties is a nonpartisan issue because you focus on delivering essential services to communities, we feel that citizens should not be asked to bail out the States, Cities and Counties that did not properly manage their finances during the past several years of a strong economy and failed to plan and set aside funds to deal with the predictable slump our Country now finds itself in.

Continuing to grow the Federal debt is a threat to America's economic viability, and we will not endorse or participate in NACo's backing of borrowing money from foreign governments in support of H.R. 6800.

Sincerely,

William H. Smith, Chairman
Carteret County Board of Commissioners

WHS/rbh
copy: White House Chief of Staff Mark Meadows
Senator Norman W. Sanderson
Representative Pat McElraft

IVa. SWEARING-IN CEREMONY FOR COMMISSIONER CHRIS CHADWICK *(added as amended)*

Mr. Ken Raper, Clerk of Superior Court for Carteret County, administered the oath of office to Mr. Chadwick.

Commissioner Chadwick thanked those present for attending and shared that he is ready to get to work for the people in Carteret County. Commissioner Chadwick shared that he would work very hard.

V. INTRODUCTION OF DR. ROB JACKSON, CARTERET COUNTY PUBLIC SCHOOL'S NEW SUPERINTENDENT

Mr. John McLean, Chair of the Carteret County Board of Education, introduced Dr. Rob Jackson as the new superintendent for Carteret County Public Schools. Dr. Jackson will officially start on July 1, 2020. Mr. McLean shared information on Dr. Jackson's upcoming plans to tour the school facilities, meet staff, and stakeholders. Mr. McLean provided information regarding Dr. Jackson's extensive experience in various school systems, and academic background.

Dr. Jackson thanked Commissioners for the opportunity to speak; he is grateful for the time with Commissioners. Dr. Jackson thanked the Chairman and the members of the Board of Education for the opportunity. Dr. Jackson shared that he is very excited to join one of the premier school systems in the State of North Carolina and across the Country. Dr. Jackson thanked Mr. Richie Paylor and Mr. Blair Propst who have been absolutely amazing in their work leading the school system through an unprecedented time. Dr. Jackson also thanked the volunteers that have helped through the pandemic. Dr. Jackson shared that he would always attempt to be as brief as possible, to be succinct and to be honest, transparent, and to be sure Commissioners have the information you need to do the job that you are working to do for the citizens of Carteret County.

VI. PUBLIC COMMENT

Mr. Tommy Burns, County Manager, read public comments that were submitted due to citizen concerns regarding attending in person due to COVID-19. Mr. Burns read the comments shown below:

Suzanne Wheatcraft

Good evening. My name is Suzanne Wheatcraft and I live in the Town of Pine Knoll Shores. For many years I worked in the safety field and our first efforts were always to reduce or eliminate the hazard at the source. Once we did as much as we could to control the risk or problem at the source, we moved closer to the employee, or the person who would be impacted or injured by the risk. This method of addressing a problem by approaching it away from the source and instead at the end point where the damage could be done is ALWAYS considered the solution of last resort. It invariably is also the least effective and most expensive.

Tonight, I say to you that the work of Dee Smith is incredibly important and the impact of her efforts can be seen all over this county. But, I also say to you that as our community leaders, you should be doing your best to seek and address the solutions to litter at their SOURCES. Putting limits or restrictions on the use and availability of certain plastics such as straws, balloons and styrofoam would be a start, as would working to make free, single use plastic bags a thing of the past in Carteret County!

We've given ourselves this cute name, The Crystal Coast. We need to OWN that name and work to live up to it! The presence of rampant litter is no way to attract the tourist dollar to our communities. Luckily for you, due to the amazing ecological resources in this area, there are many active environmental non-profit organizations that would willingly partner with you in these efforts, if you would only just ask. We're ready, willing and able. Let's get to work on this problem together. Thank you.

Suzanne Wheatcraft
585 738 9085

Michael Murdoch

To: Carteret County Commissioners Public Comments
From: Michael Murdoch
415 Wildwood Rd.
Newport, NC 28570
memurdoch@gmail.com
252-726-5808

Date: 6/15/20

Thank you very much for the opportunity, once again, to address the litter and plastic issue in Carteret County. And, once again, I must give you the bad news – we are not making much progress in our battle to keep Carteret County Clean.

Litter, mostly plastics, continues to pile up along our roads and along our shorelines. The litter of many is left to the few of us to clean up. Yes, we have made valiant efforts to clean up, but often the trash is quickly back down in just a few days. As I have said so many times before: we cannot clean our way out of this mess.

In the past I have proposed that we look at this issue by focusing on three components: Educating people about why litter is a problem; Enforcing existing litter laws; and Recovering the litter. I am pleased to say that the Carteret County Commissioners passed a resolution that supported this approach. Unfortunately, little progress has been made as far as the amount of litter that is thrown out and pollutes our county.

There are two areas that I think our county needs to work on if we expect to make progress:

First, enforcement of current litter laws continues to be practically nonexistent. In 2019, there were only 13 total litter convictions in Carteret County. (Please see attached chart) It is easy to see that charges and convictions are about 1/3 of what they were 10 years ago. Does anyone honestly think that there is 2/3 less litter today than there was 10 years ago? Out of those total convictions in 2019, 11 were by the NC Highway Patrol, with a relatively small number of officers. With hundreds of other officers in Carteret County, they only managed two

convictions. It is easy to see the violations, as I see at least one or two a month, on average. Littering will not stop without enforcement of existing laws.

Second, we need to hold businesses that generate this litter responsible for cleaning it up. Businesses can do their part by sponsoring a highway here: (NCDOT Sponsor A Highway). There are currently no businesses that have signed on to the Sponsor A Highway program in Carteret County. For those who have volunteered to clean our roadsides we know where most of the roadside litter comes from. I will list a few here: Walmart, Lowes, Bojangles, McDonalds, Speedway, grocery stores, construction contractors, and trash haulers. These companies, and many more, generate the trash but, so far, have taken no responsibility to clean it up, other than sometimes around their own property. Most of their trash ends up along our streets, highways, and waterways. I am asking that the county make it a priority to contact companies and ask them to sponsor highways throughout the county.

I will continue to do cleanups, but many of us are growing weary of not seeing progress. Working together we can do much more. I ask that a priority be made to enforce existing laws and to get businesses to sponsor highway segments.

For a cleaner Carteret County,

Michael Murdoch

Carteret County 10 Year Litter Conviction Analysis																										
Code	Offense-Description	NC Gen Stat	2009		2010		2011		2012		2013		2014		2015		2016		2017		2018		2019		Tot Conv	
			Chg	Conv																						
4425	IMPROPER LOADING/COVERING VEH	20-116(G)	10	7	15	10	12	6	15	8	13	10	15	8	18	8	10	7	7	4	12	4	16	6	78	
5370	COMMERCIAL LITTERING	14-399(E)	0	0	0	0	3	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
5371	LITTERING HAZARDOUS WASTE	14-399(E)	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5372	LITTERING NOT > 15 LBS	14-399(C)	72	33	67	37	60	33	41	23	52	22	31	18	29	9	16	7	14	3	14	6	11	2	193	
5373	LITTERING 15 - 500 LBS	14-399(D)	1	0	0	0	2	0	5	1	0	0	0	0	0	3	1	4	2	0	0	1	0	5	1	5
5374	LITTERING > 500 LBS	14-399(E)	4	0	0	1	0	0	2	0	0	0	1	0	0	0	0	0	1	0	1	0	7	0	1	
5375	UNINTENTIONAL LITTER <= 15 LB	14-399(C1)	0	0	1	1	0	0	2	2	1	1	9	8	8	13	7	6	6	6	6	3	0	4	44	
5376	UNINTENTIONAL LITTER 15-500 LB	14-399(D1)	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	1	1	0	2
5377	UNINTENTIONAL LITTER > 500 LB	14-399(E1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6248	LITTER GAMLAND/ACCESS AREA	113-264(A)	2	1	1	1	0	0	1	0	2	2	0	0	0	0	0	0	1	0	0	0	0	0	4	
8512	LITTERING PUBLIC/PRIV PLACES	14-399	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8514	LITTERING BEER/WINE CONTAINER	LOCAL ORD	3	0	1	0	1	0	2	0	0	0	0	0	0	0	1	1	0	0	3	0	0	0	1	
8516	ILLEGAL DUMPING	LOCAL ORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Totals			92	41	85	50	78	39	71	34	69	36	56	35	58	31	38	23	29	13	39	14	40	13	316	

Agency	Charges	Convict
ALE	0	0
City Police Depts	15	2
OTH	2	0
Sherriff	8	0
St Highway Patrol	13	11
Wildlife Resources	2	0
Total	40	13

Susan DeWitt Wilder

Dear Rachel, will you please ensure that this statement is read during public comment period at tonight's meeting? I am still concerned about attending public gatherings so will not be there in person. Thank you, Susan

Susan DeWitt Wilder, 130 Harold Lane, Davis, NC

To the Commissioners,

There have been many volunteer-led efforts to address the challenging problem of litter in Carteret County. However, this County should not rely on volunteers or the State Department of Transportation to manage our litter issue.

Litter is an environmental and an image problem. This County, with its tourism-reliant economy, needs to make a larger investment in litter control.

I understand Dee Smith can devote only one-third of her time to Big Sweep efforts. Years ago Diane Warrender was a full-time County employee managing litter reduction with two part-time employees who had the authority to ticket litterers. The County won national awards for Ms. Warrender's work. Why have we gone backward rather than forward?

I have four suggestions to ease the unnecessary burden on volunteers so they can devote their time and experience to more worthy and cleaner causes. Leadership on this issue begins with the Commissioners.

1. We need a Litter Task Force whose recommendations are adopted and funded.
2. There is no money in the fiscal 20/21 budget for our Scenic Byway. Now that we have the designation, investment should continue to ensure it remains scenic.
3. The Carteret County Tourism Development Authority should take a larger role in litter management. Expensive advertising brings people into the County, but disgust at the litter they see may keep them from returning. Tonight the Commissioners will approve a budget of

nearly four million dollars for the Tourism Development Authority. Some of that money should be designated to efforts such as anti-litter messages and easily seen trash receptacles.

4. Lastly, I have been out there on the roadsides, and most of the trash is extremely well labeled. Any increase in our regressive sales tax should be ONLY on fast food and take out purchased in Carteret County, and that income used to keep our roadsides clean.

Thank you.

Susan DeWitt Wilder
sdewittwilder@gmail.com
PO Box 257
Davis, NC 28524

130 Harold Lane
Davis, NC 28524
Phone: 207-730-0574

Lisa Rider

Hi Rachel,

Thank you so much for allowing me to submit public comments in writing due to COVID and social distancing.

"Hello, my name is Lisa Rider at 114 Silver Creek Rd, Swansboro, NC (just on the Carteret side of the White Oak River).

I am a proud native of Carteret County, but with pride comes responsibility. I have been working on tackling litter issues both personally and professionally for many years. I am the creator and coordinator of the NC Marine Debris Symposium that is regularly held in Carteret County. I am also the Executive Director of the Coastal Carolina Riverwatch, a local nonprofit focused on water quality issues in Carteret and Onslow Counties.

When I started volunteering for what was then NC Big Sweep, over 30 years ago, I never knew that my passion would continue to evolve as it has, but I feel a great sense of responsibility for improving our community environment and keeping our coastal area as beautiful as it was when I grew up here. Now, with over 15 years of coastal solid waste infrastructure and coastal resources management experience, I still see the growing need to address litter concerns.

I want to thank Carteret County for their recent hiring of a Solid Waste Enforcement Officer. That position within the Sheriff's Department is a huge value to the County and I encourage the County to consider hiring an additional full-time solid waste enforcement officer to assist with illegal dumping, illegal burning, and litter concerns. Other coastal counties that have multiple environmental or solid waste enforcement staff and environmental court systems in place usually have a great track record for reducing solid waste violations.

I also want to thank the County and NCSU/Cooperative Extension Services for continuing to fund the Carteret County Big Sweep Coordinator position. Dee Smith has done a fantastic job in preventing and removing litter in our County. Please continue to support and increase these efforts. I also see great value in adding on an additional Marine Debris Specialist to address derelict fishing gear, abandoned derelict vessels, micro-fiber and micro-plastic issues, and other concerns that directly impact both fisheries and tourism.

Local litter and solid waste violation fines to address these concerns might go a long way to fund removal and prevention programming and additional staff.

Again, I applaud Carteret County for any and all efforts to prevent and remove litter, including marine debris, and I stand ready to support these efforts both now and in the future."

Sincerely,
Lisa Rider
Executive Director
Coastal Carolina Riverwatch
+1.910.330.3140
LisaR@coastalcarolinariverwatch.org

Joel Dunn

Rachel,

Included below is a set of comments to be read into the record tonight, that is complementary to the presentation to be given by Dee Smith on Big Sweep Carteret.

Joel Dunn
120 Ethel Dr, Emerald Isle NC 28594
919-636-3478
Chair of the Croatan Group, Sierra Club

I'd like to comment on the issue of litter in the county. First, I'd like to acknowledge the contributions of Dee Smith, coordinator for Big Sweep Carteret. Her leadership and coordination with other environmental groups makes a big difference. The problem though, is that you cannot solve the litter issue by pickups alone. We need to stem the problem of litter, and especially single use plastics (which last many years in the environment), by reducing the problem at the source...and that's from the hands of our friends and neighbors, the residents of the county.

Recycling is a part of the solution, but reuse and reduction of the waste is the way forward. Plastic shopping bags are a particular problem. We need to encourage more use of reusable bags, and incentivize businesses to reduce the use of single use shopping bags. They are devastating in the marine environment where they resemble jellyfish, the food of sea turtles and other creatures.

Plastic bottles, plastic bags, plastic cups, straws, styrofoam...the list of what we pick up again and again goes on and on. I know you are supporters of personal liberty and responsibility, but that liberty should not include the freedom to litter the commons we all share. I urge you to consider measures that the county could adopt to help restrict the use of such single use plastics. Our economy is built on tourism, and tourists don't want trashy beaches, waterways, and roadways.

Thank you for listening.

Joel Dunn
joel@jdunns.com
919.636.3478
[Weekly Solar Panel Stats](#)

Larry Baldwin

Good evening. Thank you for the opportunity to submit these Public Comments.

First, let me express my condolences to the County Commissioners and all of Carteret County on the recent passing of Commissioner Johnny Robinson. He was a true champion for Carteret County.

I would like to commend the Commissioners for providing Carteret County with a Sheriff Deputy specifically assigned the title of Environmental Enforcement Officer. I have had the opportunity to work with Deputy Joe Marlett, and his dedication to the position is commendable.

I would also like to express my desire to see the Commissioners provide greater resources to the Carteret County Big Sweep Program. Dee Smith, Big Sweep Coordinator, is doing excellent work even under the current time constraints provided for her to do the work of keeping Carteret County as litter free as possible. But the Big Sweep program needs to be funded at a higher level to provide more time for the current staff of one and to add more personnel.

Carteret County is the crown jewel of the NC coast, and as such, a huge tourist destination, but the issue of trash puts a blight on the landscape. In addition, the trash issue impacts the huge fisheries impact to Carteret County as trash enters our water resources.

Please give strong consideration to increasing the resources of the Big Sweep Program.

Thank you for your time.

Larry Baldwin
Crystal Coast Waterkeeper
Coastal Carolina Riverwatch

Rebecca Drohan

Hello,

Thank you for allowing the submission of written comments this evening. My name is Rebecca Drohan and I reside at 311 Jones Avenue in Beaufort.

Litter greatly impairs the quality of our environment but goes even further than that. Unaddressed, litter damages the economy by aesthetically impacting the scenery which our tourism industry relies on. Furthermore, litter impairs water quality, threatening our commercial fishing industry, a culturally and economically valuable asset to Carteret County.

Carteret County has taken steps to combat litter issues, and I am grateful for that. Items include hiring an enforcement officer and adopting a resolution. I also commend Carteret Big Sweep for taking such an active role in reduction and prevention of litter, especially with limited staff and time. These are great strides in alleviating some of the problem, however, more could be done to uphold this commitment. I would like the County, community, businesses, and organizations to explore a partnership in which we can dedicate more funding and resources to addressing litter. Together, we can make a dent in this issue and I would love to devote some time and consideration from all parties to this topic.

Thank you,

Rebecca Drohan

Sally Stoehr

To both our County and Town Commissioners:

And thank you Dee, for all your efforts

We have to change the CULTURE. Folks see trash or litter, add their small bit, and soon areas become "dumps". Some folks simply don't care, but why not? Clean rivers, oceans and land mean clean food. Carteret County residents depend on water, land and tourism. Businesses of all kinds, residents and our government must start preaching that we are LITTER INTOLERANT!

The Friends of the Museum adopted the 70 by-pass between 101 and the bridge. We have collected everything from \$60 to a mattress, and the usual items thrown from vehicles. Organized groups and individuals need to adopt other undeveloped spaces beyond our front yards that we vow to keep clean. Signs and ways to report littering to the COUNTY should be available. Fast food businesses must remind patrons of adopted litter intolerance.

I am a smoker. I'm appalled by discarded butts I see around stores that sell cigarettes and any intersection. Non-smokers: did you know? Automobile manufacturers stopped putting ashtrays in cars over 20 years ago? While most have towers, patrons often flip butts to the ground long before they ever reach one. When I see it happen, I say,

"Don't worry, I'll pick that up for you." I speak up, and others must, too. I once vacuumed the edge of the Piggly Wiggly lot. Three months later, it looked the same. I presented anti-litter signs to Food Lion and "The Pig" for them to display. I have not seen them. I've worked with restaurant owners in Beaufort to help reduce discarded butts by installing disposal towers. They are doing a better job of keeping their spaces clean. I gave the rest of the signs to Mayor Rett. Use them, please.

Government agencies may be able to request NC's Swat a Litterbug reporting number signs on our county's state roads.

Change comes only by example, sharing information and potentially, enforcement. For my town of Beaufort, can we begin to say: "Beaufort by the Sea, Let's Be Litter Free!", and ultimately, "We ARE litter Free!"

Respectfully submitted,

Sally Stoehr

113A Sherwood Blvd

Beaufort, NC 28516

(Also attached as Word File)

Artists in California painted cigarette butt receptacles, below.



Chairman Smith asked that Mr. Burns only provide the name and address of the remaining comments. Mr. Burns shared that it is Harriett Altman of Beaufort and David Altman of Beaufort. (The following messages were not read, but Mr. Burns noted during his Manager's Comments that they would be included in the minutes of tonight's meeting):

Dear County Commissioners:

First of all, I would like to thank and applaud Dee Smith for all of the hard work she does to address the litter problem in our county. I have worked with her on a few cleanups and she is very passionate and professional in handling these as well as educating people in our county.

Unfortunately, the litter and plastic problem is way, way more massive and serious than can be addressed by Dee Smith with the limited resources she has been provided by the county. My husband and I go out fairly frequently, either in town, or on one of the islands and always can easily fill up large bags of trash in a very short time. Even though there are many concerned citizens that are participating in picking up trash, this is not enough! And frankly, we're all getting tired of cleaning up other people's trash!

In March 2019, you signed the Litter Prevention Resolution that was presented to you by Michael Murdoch. In that, you acknowledged the seriousness of this problem, the fact that most of it consists of plastics that are having a harmful impact on our marine life, and that steps needed to be taken to address this. You also agreed to strengthen enforcement and convictions. It does not seem that there has been any change in this.

A few suggestions:

1. Have signage in strategic locations stating the state law, LITTERING IS AGAINST THE LAW AND CARRIES A MINIMUM FINE FOR FIRST OFFENSE OF \$250 WITH A MAXIMUM FINE AS HIGH AS \$1000 and make sure it is enforced!!! Hire additional Solid Waste enforcement officers to assist in enforcing these, including holding businesses accountable!
2. Set aside money in the budget for an aggressive public relations campaign - CARTERET COUNTY CLEAN - public service announcements, signage, etc.
3. Provide Dee Smith with more resources – i.e. funding, staff, etc.
4. Begin the process of restricting single use plastic in our county, the most destructive and prolific portion of the litter, i.e. plastic bags, plastic bottles, Styrofoam, etc. – funding a campaign to educate people, and encouraging businesses to offer alternatives – and eventually work towards plastic bag ban, etc.
5. Collaborate with the committees that are implementing the NC Marine Debris Action Plan.
6. And lastly, but VERY IMPORTANT – join us in some clean-ups to get a first-hand view of this very serious issue!!!

Harriet Altman
Beaufort, NC

The best solution to the severe litter problem in Carteret County is to take the litter away from the litterers before they have the chance to litter. This will be best accomplished by banning the following: single use plastic bottles, plastic bags, all styrofoam items used in the fast food and take out food and beverage businesses, and require the use of reusable shopping bags in retail stores and most importantly, grocery stores.

Next, pass a law to require a deposit of at least ten cents on every glass bottle just like it used to be before this new throw away society was hatched.

Next, require all realtors to relay to renters in writing the rules of trash disposal and the requirements to recycle plastic and glass bottles, aluminum and steel cans, clean cardboard and paper. For smokers emphasize the need to have a proper container and never leave a cigarette butt on the beach or on our roads. They are some of the worst litter in this county.

Post anti-litter posters in every business and recreation area and at boat launches and marinas. Ensure that there are adequate well marked large clean modern trash and recycling containers at beaches, in towns and in all recreational areas and that these are properly emptied on a frequent schedule and never allowed to overflow and have trash blown all over the place. We have very strong winds along the coast so it's especially important to take this seriously.

Last, enforce the laws.

I am 72 years old and I've personally picked up over 1000 lbs. of trash just off of the Rachel Carson Reserve, not including all of the other places I've picked up. This has got to stop!

David Altman, DVM
Beaufort, NC

VII. PUBLIC HEARING TO CONSIDER A REQUEST TO REZONE A 20.682-ACRE PORTION OF THE PROPERTY LOCATED AT 163 PAGE LANE, NEWPORT FROM R-20 (SINGLE-FAMILY RESIDENTIAL) TO LIW (LIGHT INDUSTRIAL WHOLESALE)

Mr. Gene Foxworth shared that there is a public hearing to consider rezoning just over 20 acres off of Highway 24 near West Carteret Water Corporation. Mr. Foxworth shared that West Carteret Water is interested in purchasing that lot and they are asking to rezone to LIW (Light Industrial Wholesale) from R-20 (Single-Family Residential) to make it consistent with what they currently have; they are looking at a potential expansion on that lot. Mr. Foxworth shared that the Planning Commission met and made a unanimous recommendation to approve that rezoning.

Motion: Commissioner Mansfield made a motion to go into public hearing; seconded by Commissioner Farrington. **Motion carried unanimously.**

Ms. Michelle Clements, the engineer for West Carteret Water Corporation, explained that their intention is basically to get the property potentially for a new ground water well in that area since they have maxed out what they can put in Croatan Forest. This would add to the property of West Carteret Water and be for their use; it requires a buffer and this tract would allow that to happen.

No one else wished to speak in the public hearing.

Motion: Commissioner Wheatly made a motion to go out of public hearing; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Motion: Commissioner Cavanaugh made a motion to approve the rezoning of the 20.682-acre portion of the property located at 163 Page Lane, Newport, NC from R-20 to LIW; seconded by Commissioner Chadwick. **Motion carried unanimously.**

Motion: Commissioner Chadwick made a motion to approve the Statement of Plan Consistency; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: June 15, 2020
 TO: Carteret County Board of Commissioners
 CC: Tommy Burns, County Manager
 FROM: Eugene Foxworth, Assistant County Manager
 RE: Request to rezone a 20.682-acre portion of the property located at 163 Page Lane, Newport, NC 28570 (PIN#: 630501487642000) from R-20 (Single-Family Residential District) to LIW (Light Industrial Wholesale District).

- On behalf of the Bernice N. Page Family Trust, West Carteret Water Corporation is requesting to rezone a 20.682-acre portion of the property located at 163 Page Lane, Newport, NC 28570 from R-20 (Single-Family Residential District) to LIW (Light Industrial Wholesale District).
- Currently, there are no structures on the 20.682-acre portion of the property. The subject portion is bordered by undeveloped properties to the north and west, commercial and undeveloped properties to the east, and residential properties to the south.
- The subject portion is bordered by RA, LIW and R10-CU zoning to the east, RA and R-20 zoning to the west, RA zoning to the north, and RR-CU zoning to the south. There is also R-15M and R15-CU zoning further to the west.
- The subject portion is situated within the Protected Lands CAMA Land Use Plan classification. Areas included within the Protected Lands classification are lands that are not under Carteret County or municipal planning or regulatory jurisdiction.
- As the future land use map is currently drawn, this request is not consistent with the CAMA Land Use Plan, because it does not meet any of the Protected Lands classification requirements. The subject portion is privately owned and should have been included in the Limited Transition classification. It is believed that this miss-classification is due to a mapping error when the 2005 CAMA Land Use Plan was created.
- At their meeting on May 11, 2020, the Planning Commission voted unanimously to recommend approval of the proposed rezoning map amendment stating, "The Planning Commission finds and determines that Case # REZ20-000005 is consistent with the goals, objectives and policies of the CAMA Land Use Plan."
- Eleven surrounding property owners have been notified and the property has been posted. To date, staff has received one letter of no objection, and no letters of objection.



REZONING APPLICATION

Applicant: West Carteret Water Corporation
 Address: 4102 Hwy 24
Newport, NC 28570
 Telephone: 252-393-1515
 E-mail: lisa.smithperri@wcwvc.biz

Owner (if not Applicant): Bernice N Page Family Trust
 Address: 501 Blue Heron Drive
Newport, NC 28570
 Telephone: 252-240-9587
 E-mail: lisa.smithperri@wcwvc.biz
 Signature: Lisa D. Smith-Perri, GM/ED-WCWVC as
 Authorized by William A. Page, Jr./Bernice N Page Trust
 Date: April 6, 2020

Property address/ location: 140 Page Lane
 PIN: 630501487642000 Current Zoning: R20 Proposed Zoning: LIW

Please explain why the rezoning that you are requesting is warranted: The property is proposed to be purchased by West Carteret Water Corporation, the adjacent land owner. The intended use by West Carteret Water Corp. is to construct groundwater wells and to potentially construct a storage building or comparable ancillary uses for a water utility. The current zoning does not allow for utility storage on the site.

For Staff Use Only:
 Application Number: REZ20-000005 Amt. Rec'd: \$350.00 Received by: EB Date: 04/08/2020

Carteret County Department of Planning and Development
 Eugene Foxworth, Director

Main Office: Courthouse Square
 Beaufort, NC 28516-1800
 Tel: (252) 728-8545
 Fax: (252) 728-8643

Western Office: 701 Cedar Point Blvd,
 Cedar Point, NC 28554-8013
 Tel: (252) 222-5833
 Fax: (252) 222-6626

April 2, 2020

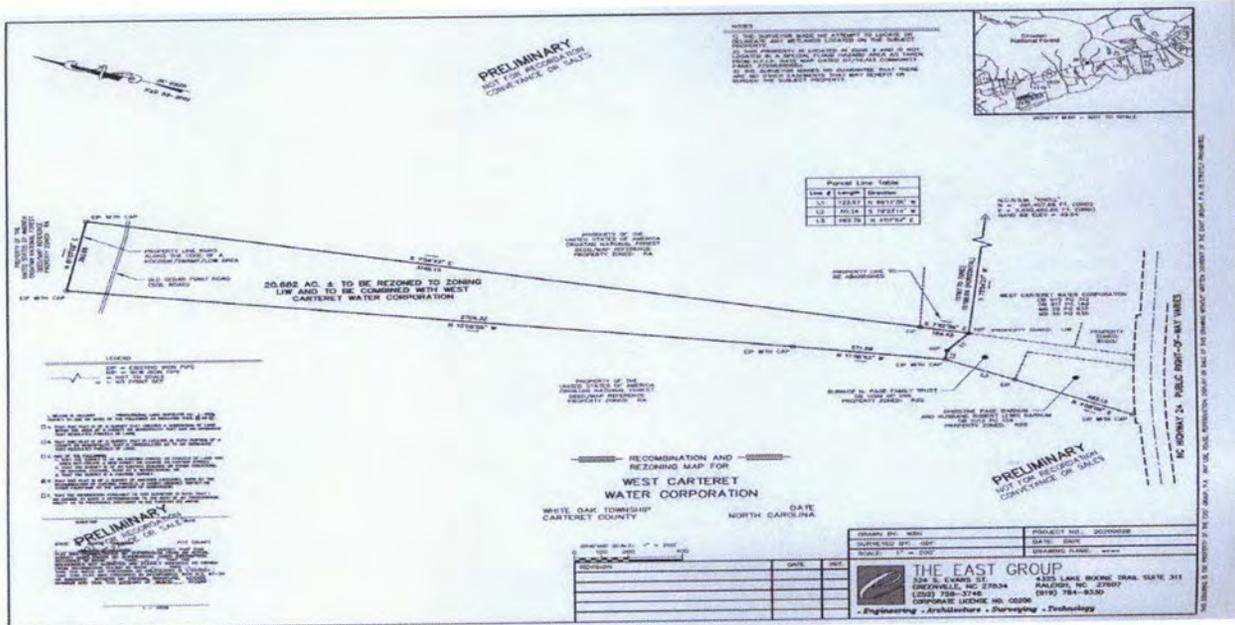
Carteret County Planning Department
 402 Broad Street
 Beaufort, NC 28516

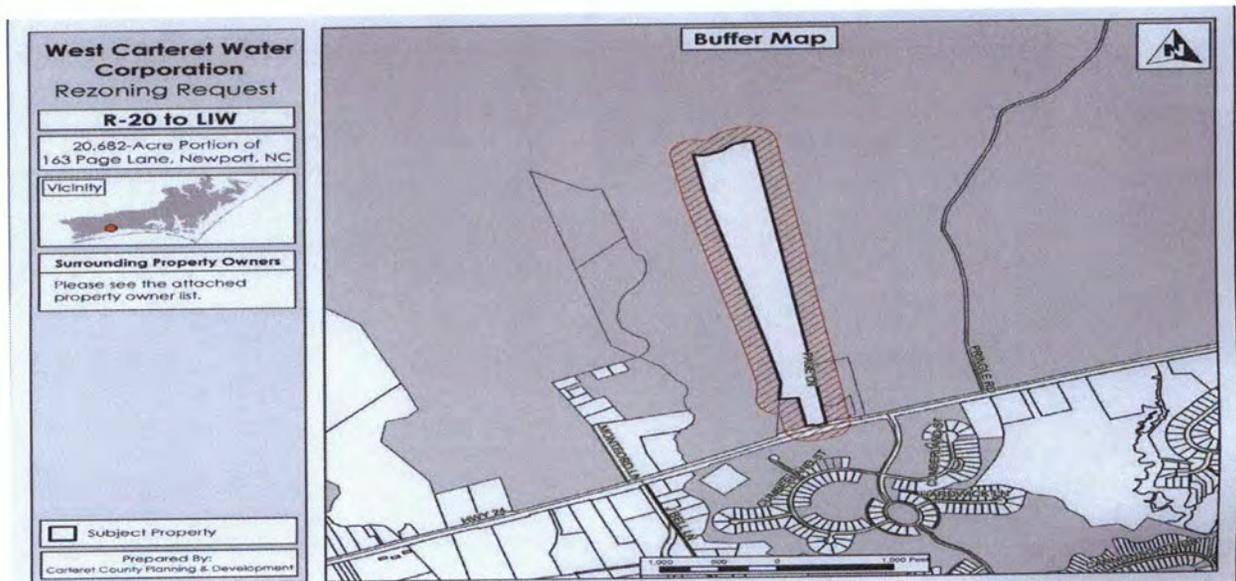
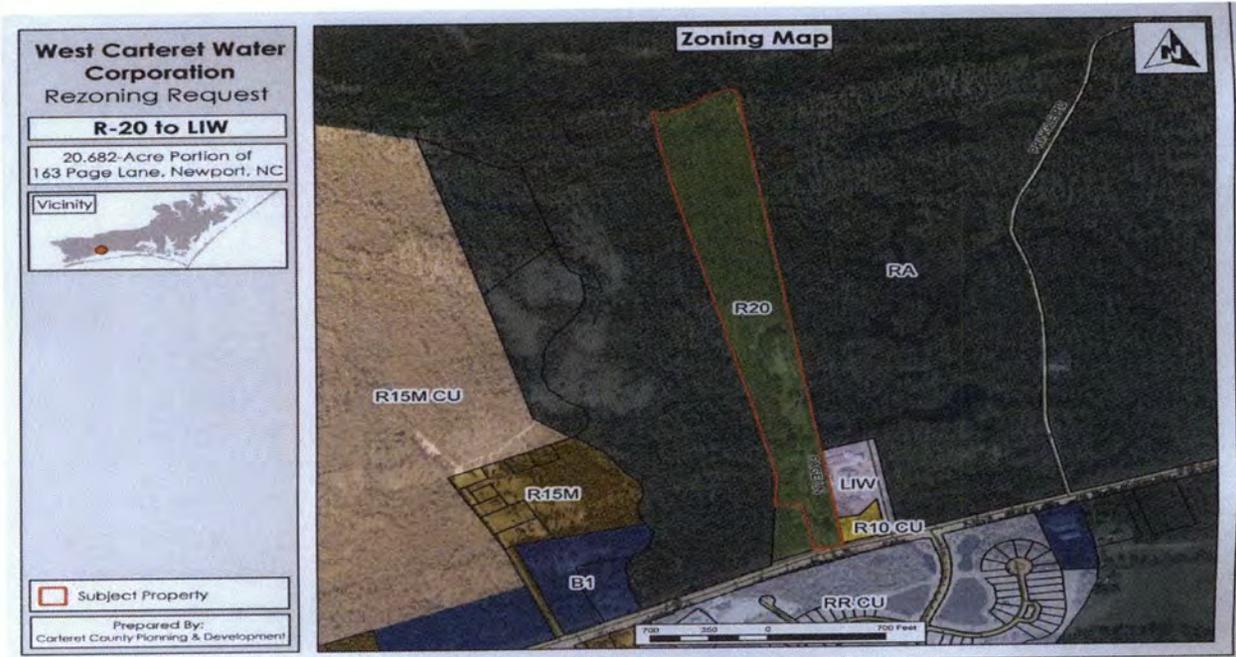
Reference: Rezoning Request for Property
 Owner: Bernice N Page Family Trust
 PIN #: 630501487642000

To Whom It May Concern:

West Carteret Water Corporation is considering the purchase of the referenced tract of property as part of an expansion of their existing facilities adjacent to this tract. I have authorized and granted permission to West Carteret Water Corporation to request the rezoning of the referenced property on my behalf.

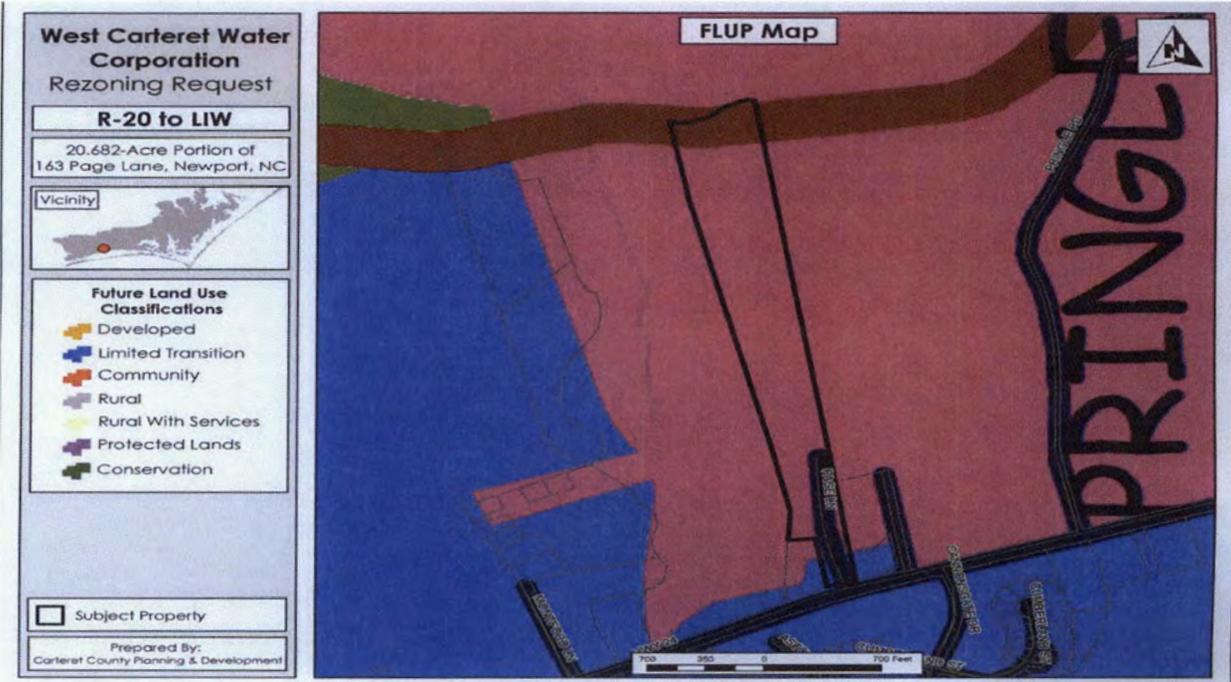
William A. Page, Jr.
 William A. Page, Jr.
 501 Blue Heron Drive
 Newport, NC 28570
 (252) 240-9657





Surrounding Property Owner List

- | | |
|---------------------------------------|------------------------|
| 1. CARTER,CHRISTOPHER MATTHEW | PIN #: 630501392617000 |
| 2. CARTER,CHRISTOPHER MATTHEW | PIN #: 630501384919000 |
| 3. WEST CARTERET WATER CORP INC | 4102 HIGHWAY 24 |
| 4. WEST CARTERET WATER CORP | 4100 HIGHWAY 24 |
| 5. BARNUM,CHRISTINE ETVIR ROBERT | 125 PAGE LANE |
| 6. KINCAID,WILLIAM ETUX BELYNDA | 204 CUMBERLAND STREET |
| 7. CANNONSGATE BOGUE SND HOA INC | 206 CUMBERLAND STREET |
| 8. STREAMLINE DEVELOPERS LLC | 208 CUMBERLAND STREET |
| 9. CANNONSGATE BOGUE SND HOA INC | 505 CANNONSGATE DRIVE |
| 10. UNITED STATES OF AMERICA | PIN #: 630800456189000 |
| 11. MONTFORD,DARVENE SR ETUX
BARBA | PIN #: 630501376312000 |



PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-728-6643

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
(NCGS 153A-341)

REZONING MAP AMENDMENT:

Applicant: West Carteret Water Corporation
 Owner: Bernice N Page Family Trust
 Address: 163 Page Lane, Newport, NC 28570
 Tax Map and Parcel(s): 630501487642000
 Parcel Size: Request is for a 20.682-Acre Portion (35.66 Acres Total)

REQUEST:

Rezone from R-20 (Single-Family Residential District) to LIW (Light Industrial Wholesale District)

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on May 11, 2020, the Planning Commission voted to recommend **approval** of the proposed rezoning map amendment and stated, "The Planning Commission finds and determines that case number REZ20-000005 **is** consistent with the goals, objectives and policies of the CAMA Land Use Plan.

Motion to approve/deny by: Scott Eckholdt

Seconded by: Bruce Rogers Jr.

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-728-6643

*Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
(NCGS 153A-341)*

REZONING MAP AMENDMENT:

Applicant: West Carteret Water Corporation
Owner: Bernice N Page Family Trust
Address: 163 Page Lane, Newport, NC 28570
Tax Map and Parcel(s): 630501487642000
Parcel Size: Request is for a 20.682-Acre Portion (35.66 Acres Total)

REQUEST:

Rezone from R-20 (Single-Family Residential District) to LIW (Light Industrial Wholesale District)

STATEMENT OF CONSISTENCY:

At their meeting on June 15, 2020 the Board of Commissioners voted to **approve / deny** the rezoning map amendment and made the following statements:

- *The Commissioners find and determine that case number REZ20-000005 **is consistent / is not consistent** with the goals, objectives and policies of the CAMA Land Use Plan because:*

- ***is / is not** reasonable and in the public interest because:*

Motion to approve/deny by:

Seconded by:

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-728-6643

PUBLIC NOTICE

Pursuant to Chapter 153A-323 of the North Carolina General Statutes, the Carteret County Board of Commissioners will hold a public hearing on June 15, 2020 at 6:00 p.m. in the Board of Commissioners' Meeting Room (302 Courthouse Square, Administration Building, Beaufort, NC) to discuss an application to rezone a 20.682-acre portion of the property located at 163 Page Lane, Newport, NC from R-20 (Single-Family Residential District) to LIW (Light Industrial Wholesale District).

A copy of the proposed request is available for public inspection in the Carteret County Planning and Development Department, 402 Broad Street, Beaufort, NC.

Eugene Foxworth
Planning Director

Advertise: Carteret County News-Times
Wednesday May 27, 2020
Wednesday June 3, 2020

VIII. PUBLIC HEARING: REQUIRED FIVE-YEAR UPDATE TO THE PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN

Mr. Foxworth explained that the public hearing was in support of a required five-year update to the Pamlico Sound Regional Hazard Mitigation Plan. Mr. Foxworth explained that in 2015, it was adopted by Commissioners as a multi-County effort. Mr. Foxworth stated that the update is due; the plan makes the County eligible for Federal disaster funding after storms such as Florence and Dorian. Mr. Foxworth shared that it is a standard update.

Motion: Commissioner Mansfield made a motion to go into public hearing; seconded by Commissioner Farrington. **Motion carried unanimously.**

No one wished to speak during the public hearing.

Motion: Commissioner Mansfield made a motion to go out of public hearing; seconded by Commissioner Farrington. **Motion carried unanimously.**

Motion: Commissioner Farrington made a motion to adopt the updated Pamlico Sound Regional Hazard Mitigation Plan; seconded by Commissioner Chadwick. **Motion carried unanimously.**

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: May 27, 2020
TO: Carteret County Board of Commissioners
CC: Tommy Burns, County Manager
FROM: Eugene Foxworth, Assistant County Manager & Planning Director
RE: Required 5-year update to the Pamlico Sound Regional Hazard Mitigation Plan

On June 15, 2015 the Carteret County Board of Commissioners held a public hearing and voted unanimously to approve a resolution adopting the Pamlico Sound Regional Hazard Mitigation Plan.

FEMA requires a 5-year update to every approved hazard mitigation plan in order to comply with all federal and state regulations. During the update, the entire plan is reviewed including risk assessments, capability assessments, mitigation strategies, and plan maintenance procedures.

The Counties participating in the 5-year update to the Pamlico Sound Regional Hazard Mitigation Plan include Beaufort, Carteret, Craven, and Pamlico as well as numerous municipalities located within these respective counties. Throughout the past year, Carteret County has participated in multiple hazard mitigation planning committee meetings and public outreach meetings to garner public support and public input for the 5-year update to the existing hazard mitigation plan. An approved hazard mitigation plan is required to ensure eligibility for post-disaster funding under the Stafford Act. If approved, this update would ensure eligibility for post-disaster funding for an additional 5 years until 2025.

Attached to this memo is a Resolution adopting the updated Pamlico Sound Regional Hazard Mitigation Plan. Due to the sheer size of the plan, the plan, the planning process, and associated documents are available for public inspection online at: <http://www.pamlicohmp.com/>

I am happy to answer any questions that you may have about the update to the Pamlico Sound Regional Hazard Mitigation Plan.

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy Burns
Clerk to the Board
Rachel B. Hammer

**RESOLUTION BY THE CARTERET COUNTY BOARD OF COMMISSIONERS
ADOPTING THE PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, Carteret County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Carteret County and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazards; and

WHEREAS, it is the intent of the Carteret County Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Carteret County Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive State and Federal assistance in the event that a declared disaster affects Carteret County; and

WHEREAS, Carteret County actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan with input from the appropriate local and State officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Pamlico Sound Regional Hazard Mitigation Plan for Legislative compliance and have approved the plan pending the completion of local adoption procedures.

NOW, THEREFORE, BE IT RESOLVED that the Carteret County Board of Commissioners hereby:

1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Vests the Director of the Planning and Development Department with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
3. Appoints the Director of the Planning and Development Department to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Carteret County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2020 Pamlico Sound Regional Hazard Mitigation Plan.

ADOPTED, this the 15th day of June, 2020.

Bill Smith, Chairman
Carteret County Board of Commissioners

ATTEST:

Rachel Hammer
Clerk to the Board

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-728-6643

PUBLIC NOTICE

Pursuant to 153A of the North Carolina General Statutes, the Carteret County Board of Commissioners will hold a public hearing on June 15, 2020 at 6:00 p.m. in the Board of Commissioners' Meeting Room (Courthouse Square, Administration Building, Beaufort, NC) to discuss the 5-year update to the Pamlico Sound Regional Hazard Mitigation Plan. Following the public hearing, the board will consider adoption of the plan. All citizens are encouraged to attend.

A copy of the plan is available for public review at the following web address: <http://www.pamlicohmp.com/>

For questions and/or additional information, please contact the Carteret County Planning and Development Department at (252) 728-8545

Eugene Foxworth
Planning Director

Advertise: Carteret County News-Times
Wednesday June 3, 2020
Wednesday June 10, 2020

IX. TRILLIUM HEALTH RESOURCES ANNUAL REPORT

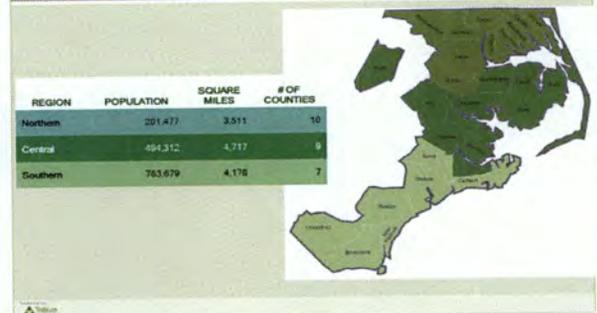
Mr. Dennis Williams, the Southern Regional Director, acknowledged Commissioner Farrington for his role in serving on their regional board as well as their governing board and helping Trillium to find the best services for people in Carteret County and the 26 counties they serve.

Mr. Williams provided an overview of the presentation shown below:

<p>TRILLIUM HEALTH RESOURCES ANNUAL REPORT CARTERET COUNTY</p> <p>DENNIS WILLIAMS, BS SOUTHERN REGIONAL DIRECTOR</p> <p>Transforming Lives Trillium HEALTH RESOURCES</p>	<h3>TRILLIUM UPDATE</h3> <p>Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.</p> <ul style="list-style-type: none">• Who We Are• Medicaid Transformation Changes• Organizational changes- call center/contracts/neighborhood connections• COVID 19 Impact• County Data
--	--

Who We Are - Numbers

- 26 Counties
- 1,411,829 total population
- 266,000 Medicaid Eligible
- Served almost 57,000 individuals from mild to severe mental health needs
 - 71.4% with MH needs
 - 19.3% with SUD
 - 9.3% with IDD
- Approximately 500 Providers
- \$475,921,857.00 spent on services last year
- Smallest County- Tyrrell 4,131- Largest County -New Hanover 232,274
- Cover over 12,000 square miles

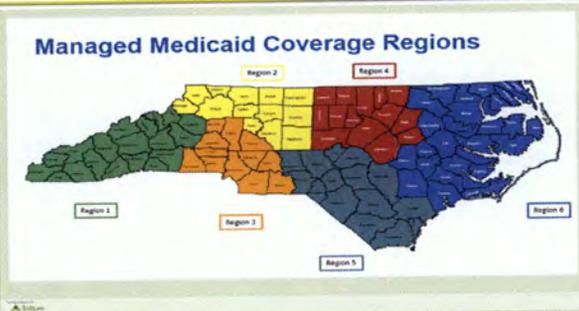


Medicaid Transformation

- Standard Plan- 5 companies were awarded
 - Amerihealth Caritas NC Inc.
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC Inc.
 - WellCare of NC Inc.
 - Carolina Complete Health- only covers regions 3, 4 and 5
- These Plans will be managing the mild to moderate Medicaid behavioral health recipients



Map of Standard Plan Regions



Medicaid Transformation continued:

Tailored Plan

- 5-7 Managed Care Organizations- NCACC recommended the current LME/MCO map
- Managing the high risk/high cost individuals with mental health, developmental disabilities and substance use
- Applications due late winter 2020
- Managing the whole person- both physical health and behavioral health



Medicaid Transformation continued

- The original plan had 2 phases
- November 1st 2019, phase 1- was moved to phase 2 -February 2020.
- November 20th, 2019 DHHS suspended the implementation of Medicaid Transformation for Standard Plan Insurance Companies
- They have not put a timeframe on when they will go live
- Tailored Plan will still be applying in late winter, with the potential of going live July 2021



Impact today

- Consumers will remain with the same services with their MCO
- We will still move forward with developing the infrastructure to serve the whole person
- Work towards contracting with pharmacies and primary care services



Organizational changes

- Transition Team
- Contracts with primary care and pharmacy's
- Dr. Paul Garcia- Utilization Management
- Care Management changes
- Community Development and Member Engagement
- Call Center changes coming
- Head of DSS and DJJ
- Network Department Changes



<h3>Funding Changes</h3> <ul style="list-style-type: none"> • Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars • Tailored plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower • Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues • The 1115 Waiver is required to be cost neutral 	<h3>Project Updates</h3> <ul style="list-style-type: none"> • Oxford Houses- 2 - 8 bed facilities in Nash County • Food Trucks- 2- Located in Hertford and Craven County • Eat the Rainbow- Healthy eating classes in all counties • Peloton Bikes- 63 bikes to 19 providers at 55 different locations in our 26 counties • Naloxone Kits- received in all 26 counties • CHAT- Mobile App when dealing with crisis- received an award last year
<h3>Project Updates Cont.</h3> <ul style="list-style-type: none"> • Hurricane Response teams in Hyde and Dare counties • Hope4NC Grant- offers Crisis Counseling after hurricanes • Chalk About Mental Health day in August- addressing suicide • Safe Schools/Health Kids- online training on a variety of topics • OUTreach project- helping foster kids in the LGBTQ community • CIT classes for Law Enforcement • Mental Health 1st Aid 	<h3>COVID 19 IMPACT - Members and Providers</h3> <ul style="list-style-type: none"> • Rate increases ranging from 5% - 30% to 268 Providers impacting 5,190 members • Approval of telemedicine proposal that allows virtually every service that does not require hands on care to be delivered telephonically. • HIPP rules eased so applications like Zoom and Skye can be used • Opioid treatment services paid by case rate to allow consumers to have the take home dosing of the medication assisted treatment.
<h3>COVID 19 IMPACT - Members and Provider Network</h3> <ul style="list-style-type: none"> • Members allowed to increase hours of service as needed • Lifting of ceiling on maximum Innovation Waiver per member per year (normally \$135,000). • Lifting of number of hours of service that a Relative as Provider may deliver • Retainer payments to maintain Direct Service Professionals if unable to work • With rate increased, Mobile Crisis and Facility Based Crisis have maintained full operation. 	<h3>COVID 19 IMPACT - Trillium Health Resources</h3> <ul style="list-style-type: none"> • Effective 3/23/20 all staff went remote and all Trillium offices were closed. • Access to Care Call center went 100% remote • All staff were given the tools necessary to continue their responsibilities. • At this time there is no date set for re-opening • Executive leadership is developing a strategic plan to slowly reopen, taking into consideration the health and safety of all staff.
<h3>Consumers served in Carteret County</h3> <p>Total Consumers served - 2,982</p> <ul style="list-style-type: none"> • Mental Health - 2,366 • Substance Use - 712 • I/DD - 278 <p><small>Total is unduplicated, since a single individual may receive services in more than one category</small></p>	<h1>QUESTIONS?</h1> 

Mr. Williams responded to questions from Commissioners.

***Commissioner Chadwick asked if the Approval of EMS Services for South River Fire & EMS District could be discussed at this point to allow those in attendance that have been working all day to return home; change in schedule agreed upon among Commissioners; material in support of the item is shown as item XII.*

X. AIRPORT AUTHORITY LOAN REQUEST & CAPITAL PROJECT REQUEST

Mr. Jesse Vinson, the Interim Airport Director, shared that the Airport Authority would like to request that the County loan them \$600,000. The intention is to repay those funds beginning with 2021; over 2021, 2022, 2023, and 2024, they would repay the \$600,000 with \$150,000 each year of their NPE ("Non-Primary Entitlement") money. There is a pot of money that the FAA distributes through the North Carolina Division of Aviation to each general aviation airport in the State. Those funds are \$150,000; in order to use those funds, you have to have a project approved by both the Division of Aviation and the FAA. In our case, our fuel farm would be a qualified project. We have had that project approved by the Division of Aviation which also implies an approval from the FAA. With these funds, we can order the fuel tanks that we need. The Airport Authority will have the site ready for the tank installation. Mr. Vinson stated that he would be glad to answer any questions.

Commissioner Wheatly asked Mr. Vinson what his position was at the airport. Mr. Vinson responded that he is the interim manager. Commissioner Wheatly confirmed that he manages the daily operations of the airport. Commissioner Wheatly asked if he had anything to do with the fuel sales at all; he responded he did not; the fuel sales are handled by the FBO. Commissioner Wheatly asked who presently owns the fuel tanks that are there now? Mr. Vinson stated that the FBO Operation which is Mr. Jim Seagraves, Crystal Coast Aviation. Commissioner Wheatly stated that they own them now; he understands that the airport board has made the decision to buy the tanks and what you are asking for from Commissioners is to loan the airport the money to pay for them. Commissioner Wheatly stated that he does not want to reinvent the wheel or run the airport, but he does have some questions regarding the ownership of the tanks. What is your reason for the airport desiring to own the tanks. Mr. Vinson stated that it gives the airport control over fuel sales. Presently, with the fuel farm being owned by the FBO Operations, if anything happened to the FBO, if they pull out for any reason, they could take their fuel farm with them which would put the airport in an awkward position; they would not have fuel to sell. They could theoretically bring in a tanker truck, but we would have a stretch of time where they would be out of the fuel business which would put them out of the airport business.

Commissioner Wheatly stated that typically, most contracts like that where the FBO Operator owns the tanks and there is a discrepancy where it is impossible for the two to work together, there is generally a clause that gives the airport the authority to purchase the existing tanks. From his conversation, there has not been a whole lot of value placed on the tanks that are there now; Mr. Vinson confirmed. Commissioner Wheatly stated that if the FBO Operator were to pull out, you would be able to make a deal and buy the existing tanks and use them until you could get other tanks in place.

Commissioner Wheatly asked if they ever looked into the avenue of the current FBO Operator putting in the new tanks and he would own them; the reason is that if looking at the total picture, the total is \$850,000. Commissioner Wheatly asked if the airport had spent \$250,000 towards the site work; Mr. Vinson confirmed. Mr. Vinson shared that the bids were reviewed and the low bidder is Sunland Builders. Commissioner Wheatly stated that he has done a considerable amount of homework on this issue because

anytime you have gasoline, fuel or aviation tanks, there is a certain amount of liability that comes along with those and asked Mr. Vinson if they had considered the liability that would come with the ownership of these tanks. Mr. Vinson stated that they had; they would not be handling the insurance; the FBO would be responsible. Mr. Vinson shared that they currently carry a liability policy at the airport and that policy is about \$4,000 per year. Commissioner Wheatly asked if Mr. Vinson knew the limits of the policy; he did not. Commissioner Wheatly asked Mr. Joyce if he knew the limits. Mr. Joyce stated that their policy does not cover that; the FBO covers the fuel operations in its entirety; they have liability insurance and the airport has liability insurance. Commissioner Wheatly said when and if the FBO were to pull out of there and the airport were to put in new tanks, have you discussed what the insurance cost would be on the airport owning the tanks; have you looked at that aspect. Mr. Vinson stated they have not because if this FBO leaves, they are going to immediately secure another FBO operator that would have the same responsibilities. Commissioner Wheatly stated that normally when you change FBO Operators, that new FBO Operator coming in will purchase the equipment from the FBO Operator that is leaving. In this type of business, there are three different scenarios that you can choose from. Number one, the very best, is that the FBO Operator owns the tanks and the equipment and therefore, he bears all the liability; number two is that the airport buys the tanks and they charge what is called a flowage fee. The third scenario is – which normally applies to smaller airports that do not have enough volume to generate somebody coming in and making that investment and they end up buying their own tank. Commissioner Wheatly stated that he does not feel that is the right way to proceed because of several issues; you have the initial capital invested and the liability on aviation fuel tanks of that size are huge. Commissioner Wheatly stated that he does not see that as a good idea and I don't want to run the airport, but he asked Mr. Burns to explain the grant. Mr. Burns stated that the two questions that the County had was if the County entered into an agreement with the airport, the airport would have to be the applicant to the Local Government Commission ("LGC") for the loan. The second question was with the NPE funds, he could not see anywhere that the airport could repay a loan to another entity, and assumed that was a question for the DOT project manager. In the sponsor guide, in appendix C, it is not specifically listed; we wanted to assure that the granting authority would consent to what the funds are being used for. Mr. Vinson shared that it was discussed with the Division of Aviation in a planning meeting back in February, and it was pointed out that since the airport did not own a fuel farm, they would be eligible to use NPE funds one time for a fuel farm. Mr. Vinson stated that he shared with the Department of Aviation that they intended to get an advance from the County and then pay it back with their NPE funds; there was no indication that it was not considered acceptable. Mr. Burns stated there was still the question regarding the LGC loan.

Commissioner Comer stated that the airport has gone out and received bids and contracts and after that, you are trying to figure out the money; isn't that a reverse scenario? Mr. Vinson stated that it was their understanding that the County was aware of their intentions and he thinks that there may have been some misunderstandings along the way. Commissioner Comer stated that he just thought it was odd that you had those contracts and now coming looking for money. Commissioner Comer stated that he did not know anything about it.

Commissioner Wheatly stated that the airport has made the decision to purchase the tanks. In your discussion about buying the tanks, did you discuss the scenario of a supplier putting the tanks and the site work in their cost and doing a long-term, such as a 20-year contract; did you have that conversation. Mr. Vinson shared that they did; it was discussed and there was a great deal of concern about what might happen with the price of fuel; we know that to put this installation in, it is going to run close to a million dollars. They also know that a fuel supplier – if he is going to invest a million dollars of his money, he is going to want to get that money back with a reasonable rate of return. We were afraid that if we got into that kind of scenario, we could lose control over fuel prices and one of the biggest complaints that he hears almost daily, is the price of fuel. The reasoning is, if you can afford a plane, you should be able to buy fuel for it, but you would not believe how pilots complain about the price of fuel.

Commissioner Wheatly asked what kind of volume in gallons you use; Mr. Vinson stated that he did not have the number with him. Commissioner Wheatly asked if 200,000 gallons would be close; Mr. Vinson confirmed that it would be close. Commissioner Wheatly asked how they expect to get a return on their investment; are you going to lease these tanks? Mr. Vinson stated that he would anticipate their return coming from fuel flowage fees. Commissioner Wheatly asked if they were going to charge fuel flowage fees. Mr. Vinson confirmed that their intent is to negotiate that in their FBO contract when they determine who the new FBO Operator will be. Commissioner Wheatly asked if they go that route, to please include him in that conversation. Commissioner Wheatly stated that it is in his district and this is the first time that he has been able to discuss the issue in detail.

Commissioner Wheatly stated that what has been done at the airport has been great and shared that Mr. Joyce has done a lot of work with his own equipment. Mr. Joyce has shared with him that the airport paperwork efficiency has been solved as a result of Mr. Vinson's work. Commissioner Wheatly thanked Mr. Vinson and stated that he wanted to clear up any questions he had regarding the fuel farm; he deals with it as a small businessman every day.

Commissioner Wheatly stated that the airport has made the decision and the Commissioners' job is to try to help fund it; however, he wanted to let them know where he stood. If it were him doing it, he would be looking for a vendor to supply the equipment; he is the one that is going to be making the money, but if you are going to be charging him a flowage fee and you are going to get an actual return, then he could support them on that. The largest point is the liability; a million-dollar policy is nothing; it needs to be a minimum of a \$5,000,000 policy. You are talking about a million dollars in equipment; let one or two people get hurt, and you right there knocking on a \$5,000,000 door and you need to take that seriously.

Commissioner Comer asked for some clarification; did he understand that the Authority would make application to the LGC to get approval to see if we can loan them the money; Mr. Burns confirmed. Mr. Burns stated that the Airport Authority would have to let the LGC know that they had the County's blessing to move forward with that loan application.

Commissioner Comer asked if that would likely happen. Commissioner Mansfield said we could not answer that, but Commissioners could conditionally approve the \$600,000 with that approval.

Mr. Burns stated that the County is in essence the guarantor either way because it is a County-owned asset; the County is going to have to guarantee the loan whether it be collateralized or through other assets.

Commissioner Chadwick confirmed that Commissioners are going to find out if the Airport can use that \$150,000 per year to pay the County back. Mr. Burns stated that the County would want that assurance from the State that it is an appropriate use of those NPE funds. Commissioner Wheatly stated that they are looking at a 90- to a 120-day window from the LGC, and the contract with the present FBO Operator is going to expire September 30th; once they order those double-walled tanks they are talking about, they are looking at about a six- to eight-week delivery. Mr. Vinson shared that depending on when they get to place the order and they cannot place the order for the tanks until they know for sure that the funding is in place, they are probably looking at November or December for the tanks to be in place. If that occurs, we have a couple of options. One is to go to the current FBO and ask for a month-by-month extension, which we can do. Mr. Vinson confirmed that they are operating under a one-year extension at this time. Commissioner Wheatly stated that this will be the first time that the airport actually owns the tanks since the airport has been in existence; right or wrong? Mr. Vinson confirmed that was accurate which is the only reason they can get the grant money to build the fuel farm; you can only use it one time for a fuel farm. Mr. Vinson shared that the County is going to end up with a \$1,000,000 entity, and they are going to have about \$900,000 worth of total grant money in that entity. In effect, the County is getting a million-dollar investment for about \$100,000. Commissioner Wheatly stated that he understands that, but the reason Mr. Vinson gave for the tanks was that you were worried about inflationary fuel prices; if the FBO Operator is going to be in charge of the sale of fuel, how is that going to give you any leverage over fuel prices. Mr. Vinson stated that the FBO in their contract will stipulate to them their maximum mark-up to the wholesale cost of fuel; Commissioner Wheatly stated that was a good idea, but an even better idea is the flowage fees. Commissioner Wheatly shared that he looks at it from a business standpoint and putting that kind of money there, you want something coming back to you. Mr. Vinson stated that since they are in the process of reviewing bids for a new FBO, they are going to have a chance to write the contract for the new FBO to the airport's and County's advantage; there are a lot of issues at play in those FBO contracts that they hope are going to benefit the County. Commissioner Wheatly stated that Commissioners want to do the best deal for the County and they also want to keep our County airport happy and in good shape and have the equipment that you need; it is a great access to the County. Commissioner Wheatly reiterated his interest in reading the contract as an advisor. Mr. Vinson ensured that Commissioner Wheatly would have a seat at the table.

Commissioner Mansfield asked how old the tanks are; Mr. Vinson stated that they are approximately twenty-five years old. Mr. Joyce stated that they have reached their end-of-life and they just want to take them away. Commissioner Mansfield stated that is

because the FBO is not assured that the contract is going to be renewed so he does not want to invest that kind of money. Mr. Joyce stated that the FBO contract has been extended to five different overages for over 30 years; fuel flowage fees have been about \$1,000 per month. Mr. Joyce stated that you have to upgrade to the new double-wall standard and meet all the safety requirements. Mr. Joyce stated that the current operator will put the tanks in if we will give them a twenty-five-year contract. Mr. Vinson stated that with the on-going FBO negotiations, there is the possibility of some options for a long-term arrangement.

Commissioner Mansfield asked the County Attorney about the liability; it appears based on the answer from Mr. Vinson, that in the new contract, we plan to shift that liability of those tanks to that FBO; if the County owns them, even though the contract says this entity is responsible, how much liability as a County do we have? Mr. Wheatly stated there would probably be some joint and several liability with them; we would still need to keep some policies in place at the airport in addition to the FBO; we would still have insurance. Commissioner Wheatly provided information on the structure of the tanks and noted that the liability insurance would be less as a result, but his concern was whether they would be placed in a flood zone. Mr. Vinson stated that the site was raised four feet.

Mr. Wheatly stated that he is not sure if it is possible to get pollution insurance, but it could be helpful. Mr. Vinson confirmed that the current FBO has to clean the site up after they leave.

Motion: Commissioner Mansfield made a motion to approve the loan to the airport following LGC approval and confirmation in writing that the grant funds received by the airport can be used to repay the loan; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy R. Burns
Clerk to the Board
Rachel B. Hammer

MEMORANDUM

TO: Board of Commissioners
FROM: Tommy Burns, County Manager *Tommy Burns*
SUBJECT: Airport Authority Loan Request and Capital Project Request
DATE: June 15, 2020

The Carteret County Airport Authority desires to complete a fuel farm project at the Airport. This project would install two above ground fuel tanks to hold Jet Fuel and 100LL Prop Fuel. The Airport Authority has already undertaken the site development work associated with this project and will be paying for this part of the project through Authority funds already on hand.

The Second Phase of this project involves the installation of the tanks. The project costs for this phase are estimated to be \$601,120.00 of which the Airport Authority would request borrowing from the County and repaying to the County over four years using NPE (Non-Primary Entitlement) grant funds of \$150,000 each year. The Airport Authority has to make application to the Local Government Commission for this loan because it is more than \$500,000 and it involves improvements to real property.

The project is being presented for the County's concurrence or denial. If the County approves the project, then the Airport Authority then has to make application to the Local Government Commission to obtain approval for the loan from the County.

This item is being presented for your discussion and concurrence/denial.

New Fuel Farm
Phase 2
Tank Installation and Setup to Operational Status

6/8/2020 9:30 AM

Grant Administration Services	\$ 3,250.00
Construction Administration Services	\$ 36,690.00
Resident Project Representative Services	\$ 29,570.00
Subconsultant Services - TY Lin International	\$ 14,775.00
Subconsultant- Electrical Services - Cheatham & Assoc	\$ 4,350.00
Subconsultant - Geo Technologies- QA Testing	\$ 22,985.00
Subconsultant Services Talbert & Bright	\$ 4,500.00
Subtotal all Oversight Administration	\$ 116,120.00
Installation of 15,000 gallon Jet A Tank and 12,000 gallon AvGas Tank	\$ 485,000.00
Total Fuel Systems Installation	\$ 601,120.00
Carteret County Loan	\$ 600,000.00
2021 NPE Funds (Payment to Carteret County)	\$ (150,000.00)
2022 NPE Funds (Payment to Carteret County)	\$ (150,000.00)
2023 NPE Funds (Payment to Carteret County)	\$ (150,000.00)
2024 NPE Funds (Final payment to Carteret County)	\$ (150,000.00)
Loan Balance	\$ -

XI. EFFORTS TO COMBAT LITTER ISSUES

Ms. Dee Smith provided Commissioners with information regarding their efforts over the past year in working with local and State governments, schools, universities, civic organizations, businesses, families, individuals, and many more in an effort to combat litter. Ms. Smith shared that their 2019 data shows that they had 1,950 volunteers that picked up 15,051 pounds of litter with over 27.6 miles walked, and 34,197 individual items. Ms. Smith stated that this is what is reported within their data sheets, but there have been a lot more efforts that have not been turned in for data collection. Ms. Smith stated that the number three item most frequently picked up, is food wrappers, two is plastic beverage bottles, and one is cigarette butts which continue to be the number one issue for the State as well as nationally.

Ms. Smith shared that she has been working with Deputy Marlette on the number one citizen concern which is roadside litter and uncovered loads. We have addressed issues by trying to identify materials such as bagged household litter on the side of the road that may have identifiable markers that show where that household trash has come from. Deputy Marlette has spoken to businesses about litter that seems to come directly from a location. Ms. Smith shared that many Counties in the State are charging fees for uncovered loads; when you show up at convenience sites and your load is uncovered, they charge a fee to dump the trash; this has worked really well in some areas; the fees

go back to help with litter pick-up along the streets where the convenience sites are located.

Ms. Smith shared that she has been a part of the planning team for the North Carolina Marine Debris Strategy Plan; this was launched in January of this year and shared information regarding their efforts on increasing awareness.

Ms. Smith shared information regarding a 25-hour minimum community service project for students to gain hours for community service work; they are looking for students now. The students will be spread out on Bogue Banks and the beach accesses to canvas the beaches each evening to try to get as much trash picked up as possible; the project will finish up over the Labor Day weekend.

Ms. Smith shared that she has done some *Facebook Live* which she will continue to do which include topics such as reduction of plastics, recycling, etc.

Ms. Smith shared that this year looks different due to COVID-19; many of the groups have cancelled. Ms. Smith shared ways that people can still help while continuing to distance, which included sharing information on social media, solo volunteer work or with families, and report areas that need cleaning.

Commissioner Mansfield stated that in Mr. Murdoch's comments, he had the best idea; we should be writing people some tickets; we discussed this before; fine them and then fine them larger when they repeat – with the maximum fine being \$1,000. We cannot redirect behavior without something that motivates them.

Ms. Smith agreed that enforcement and education will be the key; we can pick up all day long, but it will continue.

Commissioner Wheatly shared that the best way to stop it, especially on Hibbs Road, is to put a couple of deputies up there with some ticket books; that will stop it. We have discussed this before, but not sure that it ever went anywhere.

Commissioner Mansfield shared that DOT has actually cut back their roadside pick-ups due to the DOT's budget decrease. Mr. Foxworth noted that the County is still supplementing that three times a year.

Commissioner Farrington suggested that the big box stores or gas stations need to continue to pick up on their own lots so the trash is not blown in to neighbors' yards, waters, etc. They should clean up their yards and ditches every day.

Commissioner Wheatly shared that there is no way we are going to stop the litter problem until you take an officer or two and put them in a vehicle with a ticket book and make him write citations. Commissioner Comer stated that he agreed with Commissioner Wheatly.

*Due to the size of the supporting documentation, it is being incorporated into these minutes by reference.
A full copy will be retained in the County Manager's Office.*

XII. APPROVAL OF EMS SERVICES FOR SOUTH RIVER FIRE & EMS DISTRICT

Mr. Stephen Rea explained that in November of 2019, he shared with Commissioners the need for a solution to the South River EMS District services. Mr. Rea explained that at this point, they have a QRV that sits in Davis and in 2016, Commissioners voted to have Harkers Island, Pine Knoll Shores, Otway, and Broad and Gales Creek EMS to all go paramedic. After that time, we repositioned one QRV over to Mill Creek from Broad & Gales Creek. Right now, the Davis QRV is still sitting in Davis. Their call volume has drastically decreased over the past three to four years; they are only transporting about 75 patients per year and have about 400 calls per year. In 2015, they ran over 1,500 calls per year.

Mr. Rea shared that Commissioners were provided a spreadsheet which shows the actual cost for providing County paramedics for that area; it would allow for an ambulance to be provided in that area. With the \$218,000 budget from Beaufort, that was going to provide a QRV in South River which means a transport vehicle would have to come from Beaufort EMS to South River which is about a 20-minute response time; however, they would still have a paramedic on scene within a reasonable amount of time. Mr. Rea shared that if we close down the Davis QRV, it would be about an \$11,000 savings from rent and utilities. Mr. Rea shared that as shown, the existing paramedic budget and the amount that it would cost to put an EMT in South River to help with the paramedic there, would be about \$195,000; this would be a necessary tax of 12.25 cents. With the Beaufort budget, and the Beaufort option, the tax needed would be about 13.50 cents to 14.25 cents.

Commissioner Wheatly confirmed that when he discussed it earlier with Mr. Rea, we were originally looking at about 13.50 cents for South River. Mr. Rea confirmed and shared that if going with the Beaufort budget as is, we were going to suggest 13.50 cents to Beaufort. Commissioner Chadwick confirmed that it became less expensive for the County to do it with a paramedic and an EMT; two personnel on the ambulance. Commissioner Wheatly asked where the ambulance would be; Mr. Rea shared that the ambulance is already stationed at the South River Fire & EMS District; the County does not own the ambulances; we would be using the South River ambulance. We would just dissolve the Davis QRV. Commissioner Chadwick shared that he had spoken with Chief Wallace; he and Miss Rita have dedicated forty-one years of their lives to the Fire & EMS service in South River; he said he was happy with it.

Motion: Commissioner Chadwick made a motion to approve the recommendation for EMS services at South River, approving the 12.25 cent tax rate; seconded by Commissioner Wheatly. **Motion carried unanimously.**

Chief Wallace acknowledged to Commissioners his appreciation for Mr. Rea's efforts and help.

**COUNTY OF CARTERET
DEPARTMENT OF EMERGENCY SERVICES**

Stephen Rea
Emergency Services Director



Office 252-222-5841
Mobile 252-241-1630
stephen.rea@carteretcountync.gov

DATE: Monday June 8, 2020
TO: Carteret County Commissioners
FROM: Stephen Rea, Emergency Services Director
SUBJECT: South River EMS

Currently Carteret County Emergency Medical Services (CEEMS) is stationed in Davis as a Quick Response Vehicle (QRV). CEEMS QRV last year participated in 79 transports to the hospital on Paramedic units from either Harkers Island, Otway or Downeast EMS. In 2016 Carteret County Commissioners voted to have Harkers Island Fire and EMS, Pine Knoll Shores Fire and EMS, Broad and Gales Creek EMS and Otway Fire and EMS upgrade their level of service from EMT-Basic to Paramedic. With the increase in the level of services, CEEMS reduced the number of QRV stations and positioned them to assist Mill Creek EMS. The CEEMS QRV at Davis was not removed or repositioned and the call volume for this QRV has decreased considerably.

I presented three options to the Carteret County Commissioners in November 2019 to provide EMS at South River due to South River Fire and EMS not being able to continue providing EMS to the district. The options were:

1. Reposition the Davis QRV to South River and hire 3 EMT-Basics to provide ambulance service.
2. Hire 3 EMT-Basics and 3 Paramedics to provide ambulance service.
3. Contract with Beaufort EMS to provide ambulance service.

Since the last discussion with the Carteret County Commissioners, it has come to my attention that Beaufort EMS was only going to provide a QRV at South River for a proposed budget of \$218,356. This would cause a delay in transport of patients to the hospital due to the transport ambulance coming from Beaufort to the South River District to meet the QRV. The proposed budget for Beaufort EMS would generate a tax rate of 13.5 cent.

I recommend that Carteret County Commissioners vote for option 1, reposition the Davis QRV to South River and hire 3 EMT-Basics to provide ambulance service. This will provide no delay in patients being transported. The tax rate needed to provide this level of service to South River is 12.25 cents.

DEPARTMENT:		FY 2020-2021 BUDGET REQUEST CARTERET COUNTY					Fire & EMS Comm.
Rev./Expend. Year to Date As of 12/31/19	Acct. #	Actual 7/1/18-6/30/19	Approved 19/20 Budget	Proposed 20/21 Budget	Amt. Change 19/20-20/21	% Change 19/20-20/21	Recom. Budget
Section 1 REVENUES & EXPENSES							
A. ESTIMATED REVENUE							
-	10101 1. Fire District Ad Valorem Tax	-	-	-	-	0.0%	
-	10102 2. Fire District Sales Tax	-	-	-	-	0.0%	
-	10201 3. EMS District Ad Valorem Tax	-	-	-	-	0.0%	
-	10202 4. EMS District Sales Tax	-	-	-	-	0.0%	
-	10001 5. Other County Revenue	-	-	-	-	0.0%	
-	10002 6. Lease Revenues	-	-	-	-	0.0%	
-	10003 7. Grant Revenues	-	-	-	-	0.0%	
-	10004 8. Interest Income	-	-	-	-	0.0%	
-	10005 9. Income Fundraisers	-	-	-	-	0.0%	
-	10006 10. Donations	-	-	-	-	0.0%	
-	10007 11. Insurance Proceeds	-	-	-	-	0.0%	
-	10008 12. Income-Sales Tax Refunded	-	-	-	-	0.0%	
-	10009 13. Income-Fuel Tax Refunded	-	-	-	-	0.0%	
-	10010 14. Miscellaneous Income	-	-	-	-	0.0%	
-	10011 15. Transfer from(to) Fund Balance	-	-	-	-	0.0%	
-	10203 16. EMS Billing Proceeds	-	-	-	-	0.0%	
-	10012 17. Loan Proceeds	-	-	-	-	0.0%	
-	18. Sale of Asset	-	-	-	-	0.0%	
-	19. County Reserve Funds	-	-	-	-	0.0%	
-	20. Other	-	-	-	-	0.0%	
\$	TOTAL REVENUE	\$	\$	\$	\$	0.0%	
B. ESTIMATED EXPENDITURE SUMMARY							
<i>Do not enter any numbers in this section</i>							
-	11000 1. Compensation	-	-	165,021	165,021	0.0%	
-	12000 2. Administration	-	-	2,250	2,250	0.0%	
-	13000 3. Insurance	-	-	44,985	44,985	0.0%	
-	14000 4. Vehicles	-	-	-	-	0.0%	
-	15000 5. Buildings & Grounds	-	-	1,000	1,000	0.0%	
-	16000 6. Medical Expenses	-	-	400	400	0.0%	
-	17000 7. Fire Expenses	-	-	-	-	0.0%	
-	18000 8. Utilities	-	-	4,100	4,100	0.0%	
-	19000 9. Communications	-	-	600	600	0.0%	
-	20000 10. Capital Purchases	-	-	-	-	0.0%	
-	21000 11. Capital Reserves	-	-	-	-	0.0%	
-	22000 12. Debt Service	-	-	-	-	0.0%	
\$	TOTAL:	\$	\$	\$ 218,356	\$ 218,356	0.0%	
Amount needed to balance the budget:					218,356		

DEPARTMENT:		FY 2020-2021 BUDGET REQUEST CARTERET COUNTY						
Rev /Expend. Year to Date As of 12/31/19	Acct. #		Actual 7/1/18-6/30/19	Approved 19/20 Budget	Proposed 20/21 Budget	Amt. Change 19/20-20/21	% Change 19/20-20/21	Fire & EMS Comm. Recom. Budget
C. COMPENSATION								
-	11001	1. Base Pay	-	-	126,424	126,424	0.0%	
-	11002	2. Scheduled O/T	-	-	19,968	19,968	0.0%	
-	11003	3. Call Back O/T	-	-	-	-	0.0%	
-	11004	4. Overtime @ 1.5	-	-	-	-	0.0%	
-	11005	5. Vac./Sick/Holiday Pay	-	-	1,000	1,000	0.0%	
-	11006	6. PRN Expenses	-	-	2,500	2,500	0.0%	
-	11007	7. Volunteer Compensation	-	-	-	-	0.0%	
-	11008	8. Taxes - Payroll (FICA & Medicare @.0765)	-	-	11,000	11,000	0.0%	
-	11009	9. Taxes - FUTA @.008	-	-	-	-	0.0%	
-	11010	10. Taxes - SUTA	-	-	500	500	0.0%	
-	11011	11. Medical Injury & physicals	-	-	-	-	0.0%	
-	11012	12. IRA Contribution	-	-	2,929	2,929	0.0%	
-	11013	13. NC Firemen's Assn. Pension Program	-	-	480	480	0.0%	
-	11014	14. Salary Adjustment	-	-	220	220	0.0%	
\$	-	SUBTOTAL - Compensation	\$	\$	\$ 165,021	\$ 165,021	0.0%	
D. ADMINISTRATIVE								
-	12001	1. Advertising	-	-	-	-	0.0%	
-	12002	2. Bank Charges	-	-	-	-	0.0%	
-	12003	3. Dues and Subscriptions	-	-	-	-	0.0%	
-	12004	4. Fundraising Expense	-	-	-	-	0.0%	
-	12005	5. Legal & Prof. Fees	-	-	-	-	0.0%	
-	12006	6. Office Equipment	-	-	-	-	0.0%	
-	12007	7. Office Supplies	-	-	-	-	0.0%	
-	12008	8. Postage	-	-	-	-	0.0%	
-	12009	9. Training & Seminars	-	-	-	-	0.0%	
-	12010	10. Uniforms and Laundry	-	-	2,250	2,250	0.0%	
-	12011	11. Rehab Expense	-	-	-	-	0.0%	
-	12012	12. Flowers, Bereavement, Socials etc.	-	-	-	-	0.0%	
-	12013	13. Sales Tax Paid & Refundable	-	-	-	-	0.0%	
-	12014	14. EMS Billing expense	-	-	-	-	0.0%	
-	12015	15. Fire Prevention expense	-	-	-	-	0.0%	
-	12016	16. Miscellaneous expense	-	-	-	-	0.0%	
-	12017	17. Contracted Services	-	-	-	-	0.0%	
-	12018	18. Taxes-other	-	-	-	-	0.0%	
-	12019	19. Penalties	-	-	-	-	0.0%	
-	12020	20. Prior period taxes, penalty, interest	-	-	-	-	0.0%	
\$	-	SUBTOTAL - Administrative	\$	\$	\$ 2,250	\$ 2,250	0.0%	

DEPARTMENT:		FY 2020-2021 BUDGET REQUEST CARTERET COUNTY						
Rev /Expend. Year to Date As of 12/31/19	Acct. #		Actual 7/1/18-6/30/19	Approved 19/20 Budget	Proposed 20/21 Budget	Amt. Change 19/20-20/21	% Change 19/20-20/21	Fire & EMS Comm. Recom. Budget
E. INSURANCE EXPENSES								
-	13001	1. Insurance	-	-	-	-	0.0%	
-	13002	2. Employee Insurance - Group Health	-	-	40,985	40,985	0.0%	
-	13003	3. Employee Insurance - Accident & Sickness	-	-	-	-	0.0%	
-	13004	4. Employee Insurance - Workmans Comp	-	-	4,000	4,000	0.0%	
-	13005	5. Employee Insurance - Dental	-	-	-	-	0.0%	
-	13006	6. Employee Insurance - Life	-	-	-	-	0.0%	
-		7. Employee Insurance - Disability	-	-	-	-	0.0%	
-	13007	8. Insurance-Liability	-	-	-	-	0.0%	
-	13008	9. Insurance-Property	-	-	-	-	0.0%	
-	13009	10. Insurance Vehicle (Fire)	-	-	-	-	0.0%	
-	13010	11. Insurance Vehicle (EMS)	-	-	-	-	0.0%	
\$	-	SUBTOTAL - Insurance	\$	\$	\$ 44,985	\$ 44,985	0.0%	
F. VEHICULAR								
-	14101	1. Motor Fuel & Oil - Fire	-	-	-	-	0.0%	
-	14102	2. R & M - Vehicle-Fire	-	-	-	-	0.0%	
-	14201	3. Motor Fuel & Oil -EMS	-	-	-	-	0.0%	
-	14202	4. R & M - Vehicle-EMS	-	-	-	-	0.0%	
-	14002	5. R & M - Rescue-Boat	-	-	-	-	0.0%	
-	14001	6. Taxes & Licenses	-	-	-	-	0.0%	
\$	-	SUBTOTAL - Vehicular	\$	\$	\$ -	\$ -	0.0%	
G. BUILDINGS & GROUNDS								
-	15001	1. R & M Buildings	-	-	-	-	0.0%	
-	15002	2. Buildings - Supplies	-	-	1,000	1,000	0.0%	
-	15003	3. Buildings - Housekeeping Contract	-	-	-	-	0.0%	
-	15004	4. Grounds Keeping Contract	-	-	-	-	0.0%	
-	15005	5. Grounds Keeping Supplies/Maint.	-	-	-	-	0.0%	
-	15006	6. R & M Generator and Fuel	-	-	-	-	0.0%	
-	15007	7. Pest Control	-	-	-	-	0.0%	
-	15008	8. Small Equipment	-	-	-	-	0.0%	
\$	-	SUBTOTAL - Buildings & Grounds	\$	\$	\$ 1,000	\$ 1,000	0.0%	

DEPARTMENT:		FY 2020-2021 BUDGET REQUEST CARTERET COUNTY						
Rev./Expend. Year to Date As of 12/31/19	Acct. #		Actual 7/1/18-6/30/19	Approved 19/20 Budget	Proposed 20/21 Budget	Amt. Change 19/20-20/21	% Change 19/20-20/21	Fire & EMS Comm. Recom. Budget
H. MEDICAL EXPENSES								
-	16201	1. R & M Medical Equipment	-	-	-	-	0.0%	
-	16202	2. Medical Supplies (incl. drugs)	-	-	-	-	0.0%	
-	16203	3. Oxygen	-	-	400	400	0.0%	
-	16204	4. Linen Expense	-	-	-	-	0.0%	
-	16205	5. Medical Equip. Purchases (specify below)	-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
\$		SUBTOTAL - Medical Expenses	\$ -	\$ -	\$ 400	\$ 400	0.0%	
I. FIRE EXPENSES								
-	17101	1. R & M Fire Equipment	-	-	-	-	0.0%	
-	17102	2. Fire Supplies	-	-	-	-	0.0%	
-	17103	3. Fire Equip. Purchases (specify below)	-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
\$		SUBTOTAL - Fire Expenses	\$ -	\$ -	\$ -	\$ -	0.0%	
J. UTILITIES								
-	18002	1. Heating Fuel-LP Gas	-	-	1,400	1,400	0.0%	
-	18003	2. Electricity	-	-	2,700	2,700	0.0%	
-	18004	3. Water	-	-	-	-	0.0%	
-	18005	4. Cable TV	-	-	-	-	0.0%	
-	18006	5. Refuse Removal	-	-	-	-	0.0%	
-	18001	6. Utilities	-	-	-	-	0.0%	
\$		SUBTOTAL - Utilities	\$ -	\$ -	\$ 4,100	\$ 4,100	0.0%	
K. COMMUNICATIONS								
-	19201	1. Telephone - Station	-	-	600	600	0.0%	
-	19202	2. Telephone - Cellular	-	-	-	-	0.0%	
-	19203	3. Internet Service	-	-	-	-	0.0%	
-	19204	4. R & M Communications Equipment	-	-	-	-	0.0%	
-	19205	5. Comm. Equip. Purchases	-	-	-	-	0.0%	
\$		SUBTOTAL - Communications	\$ -	\$ -	\$ 600	\$ 600	0.0%	

DEPARTMENT:		FY 2020-2021 BUDGET REQUEST CARTERET COUNTY						
Rev./Expend. Year to Date As of 12/31/19	Acct. #		Actual 7/1/18-6/30/19	Approved 19/20 Budget	Proposed 20/21 Budget	Amt. Change 19/20-20/21	% Change 19/20-20/21	Fire & EMS Comm. Recom. Budget
L. CAPITAL PURCHASES (Specify in Section VI)								
-	20001	1. Real Estate	-	-	-	-	0.0%	
-	20002	2. Building	-	-	-	-	0.0%	
-	20003	3. Vehicle-Fire	-	-	-	-	0.0%	
-	20004	4. Vehicle-EMS	-	-	-	-	0.0%	
-	20005	5. Other (specify below)	-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
-			-	-	-	-	0.0%	
\$		SUBTOTAL - Capital Purchases	\$ -	\$ -	\$ -	\$ -	0.0%	
M. CAPITAL RESERVES (Specify in Section VII if applicable)								
-	21001	1. Property fund	-	-	-	-	0.0%	
-	21002	2. Building Fund	-	-	-	-	0.0%	
-	21101	3. Truck Fund	-	-	-	-	0.0%	
-	21201	4. Ambulance fund	-	-	-	-	0.0%	
-	21103	5. Equipment Fund-Fire	-	-	-	-	0.0%	
-	21203	6. Equipment Fund-EMS	-	-	-	-	0.0%	
-	21003	7. Other	-	-	-	-	0.0%	
\$		SUBTOTAL - Capital Reserves	\$ -	\$ -	\$ -	\$ -	0.0%	
N. DEBT SERVICE (Include existing and proposed debt service)								
-	22001	1. Real Estate	-	-	-	-	0.0%	
-	22002	2. Building	-	-	-	-	0.0%	
-	22101	3. Vehicle-Fire	-	-	-	-	0.0%	
-	22201	4. Vehicle-EMS	-	-	-	-	0.0%	
-	22003	5. Other-Interest	-	-	-	-	0.0%	
\$		SUBTOTAL - DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	0.0%	
\$		TOTAL:	\$ -	\$ -	\$ 218,358	\$ 218,358	0.0%	
Recommendation of Fire & EMS Commission:			Yes	No				
			Date:					
			Ayes:	Nays				

	Actual Cost	Savings from Davis	In Existing Paramedic Budget	Amount Needed for South River	Tax Necessary
Paramedic Pay	\$231,947.00		\$231,947.00		
Basic Pay	\$195,300.00			\$195,300.00	
Part-time Paramedic	\$25,810.00		\$25,810.00		
Part-time Basic	\$46,781.00		\$46,781.00		
Uniforms	\$1,800.00		\$1,800.00		
Office Lease	\$6,300.00	\$6,300.00		-\$6,300.00	
Utilities	\$5,000.00	\$5,000.00		-\$5,000.00	
Supplies	\$7,000.00		\$7,000.00		
Maintenance of Vehicle	\$2,500.00		\$2,500.00		
Fuel for Vehicle	\$2,500.00		\$2,500.00		
Telephone and Data Services	\$2,500.00		\$2,500.00		
Small Equipment	\$4,500.00		\$4,500.00		
Totals	\$531,938.00	\$11,300.00	\$325,338.00	\$184,000.00	\$0.1225
					\$189,654.50

XIII. REVIEW/APPROVAL OF FISCAL YEAR 2020-21 COUNTY GOVERNMENT BUDGET

Mr. Burns shared that at the Commissioners' last meeting, the required public hearing on the 2020-21 budget was held. Mr. Burns stated that the budget is before Commissioners for consideration. Mr. Burns shared that this has been the most challenging budget since his arrival and he feels Ms. Meshaw would have the same sentiment. Mr. Burns stated that they are available to respond to any questions.

Commissioner Wheatly recognized Ms. Cindy Mintz and Ms. Kelly Woodruff on Ms. Meshaw's staff, and thanked them for their efforts.

Commissioner Mansfield asked several questions:

- For general government in 2018-19, we had four employees and last year, it went back to three. Mr. Burns stated that previously there was a position in the Shore Protection Office that was half-funded by the County and half-funded by Shore Protection. The position was never filled, so it was split out.
- In 2018-19, the airport total was \$196K and we are going back to \$194K. Mr. Burns shared that is because the airport manager is no longer a County employee; they are an employee of the airport authority. Ms. Meshaw stated in addition, there were some hurricane insurance proceeds and FEMA proceeds that passed through the airport.
- Regarding CCATS, we are increasing by two full-time employees there? Ms. Meshaw responded that is correct; we are taking some part-time positions and converting them to full-time.
- On the emergency phone system, why has that decreased from 2018-19, and then it shows increases? Ms. Meshaw shared that they are looking at some improvements in their system; the State gives so much money off surcharges each year and if the money is not spent, it goes to fund balance; they only allow that fund balance to go so high before they start cutting back.
- The Finance Department looks like they are down one employee and the department budget is down 19%; did you cut yourself first? Ms. Meshaw explained that they have looked at all of their positions and through some automation and efficiencies, we had a position that was doing 50% health department work and the health department was

going to need a paraprofessional. We took that employee and transferred her to the health department so she could do even more of their work.

- On waste collection; those numbers are up; is that due to fees? Mr. Foxworth stated that there has been a steady increase over the last two years, especially since Florence. Ms. Meshaw stated that there is also some FEMA money mixed in there.
- In the general government, we are up about 36%; why? Ms. Meshaw stated that the two positions are in the IT Department; one is for the library system and the other is an additional technician due to workload.
- On the general fund, you show a Cost of Living Adjustment (“COLA”) and I had asked if we could make that a salary increase instead of a COLA; he would like to suggest that change. The merit would then be based on productivity and exceeding the expectation of good. Commissioners agreed with change.
- On sales tax and occupancy tax, you are not necessarily forecasting a decrease; is that correct? Ms. Meshaw explained that occupancy tax was left flat and sales tax did not show any growth. Commissioner Mansfield shared that he is more concerned with underestimating not overestimating.
- On the courthouse renovation, it is shown as \$717K; what is that for. Mr. Foxworth stated that it is the courthouse as well as the project list that was provided earlier to Commissioners.
- On the waterway dredging, we are cutting the amount we have allocated in the past down to \$350K? Ms. Meshaw stated that as the years have gone by, we have built up some money and have not spent it all out; there will be additional funds – roughly \$750K.
- There is \$48K shown for park lighting; where is that at? Mr. Foxworth shared that it was not hurricane damage; it is repairing.
- What is the completion of phase 3 of eastern park playground? Mr. Foxworth stated that they have been replacing some items there over the last couple of years; this is the final stage in replacing some of the playground equipment.
- There are no additional employees planned for Parks & Rec, but FTEs changed. Ms. Meshaw shared that it is through part-time.
- Were there three additional detention officers added? Ms. Meshaw stated that there were two new detention officers and one detention supervisor.
- How about new employees in the Health Department; Ms. Meshaw stated that it was a public health nurse.
- Commissioner Mansfield stated that part of the recommended budget is raising the tax rate to thirty-three cents; we are projecting that sales tax revenue will not be as high as the projected sales tax; the interest that we earn on fund balance is going to be down; we have an increase in the money being appropriated to the schools in their operating budget; and the Sheriff’s budget is increasing. Commissioner Wheatly confirmed that the County took about a \$800K loss on sales tax revenue based on the pandemic. Ms. Meshaw stated that investment income loss would be \$700K higher.

Commissioner Cavanaugh asked about the renewal of the dues for the membership for the Eastern Carolina Council; were they cancelled. Mr. Foxworth stated that it was discussed, but not sure the consensus was ever reached. Commissioner Cavanaugh

asked where those fees would be; Ms. Meshaw stated that it would be within the Commissioners' budget and would be about \$14K for the dues.

Commissioner Farrington wanted to be clear; sales tax, because of COVID, we are estimating approximately \$800K that we could have budgeted, but now cannot. On the investment earnings, we lost about \$700K, and there was the increase in the Sheriff's Department budget and additional mandated items for the schools.

Commissioner Chadwick stated that he met earlier with Ms. Meshaw, and she responded to his questions.

Commissioner Comer shared that he had spent some time with Ms. Meshaw. He stated that the schools have elected not to bring in a freshman class for MaST; was there an adjustment in the school funding to not pay for that. Mr. Burns confirmed that approximately a \$93K adjustment was made. Commissioner Comer stated that he has been a Commissioner for over ten years and we have held the tax up to this point and he is proud of it. Commissioner Comer shared information on trends over the last five years and apologized for not attending tonight's meeting in person. Commissioner Comer shared that he feels that Mr. Burns and Ms. Meshaw have put together a good budget for what we need to do for Carteret County at this point.

Commissioner Farrington shared that Commissioners Mansfield and Comer have brought out a lot of facts. I do not want to raise taxes and wish that we could find a way to offset COVID. We have to make some tough decisions and he hopes that the people in Carteret County know that the County still is the lowest tax rate in the State. Commissioner Farrington shared that he had hoped that they could do something for the teachers that do so much for the County, but it is a strange year. Commissioner Comer stated that the storms have been so extensive over the last couple of years; we have had to use a lot of cash to get things done and still are in a waiting position on a lot of the money. Commissioner Comer stated that he did not feel that we should continue to pull from reserves at this time. Commissioner Mansfield confirmed that it is approximately \$3.5M outstanding in reimbursements from Hurricane Florence at this time; in FY2010, the money spent in the County on education was \$21.8M and it is going to be over \$28M in this budget cycle. Our tax rate has not reflected those rises in the budget; we have maximized our dollars and Ms. Meshaw has done a great job.

Commissioner Wheatly shared that he has no questions, but even with the increase, it will leave us still as the lowest tax rate in the State; that is something to be proud of. Commissioner Mansfield confirmed with Commissioner Farrington that there have also been funds dedicated to the Dix Crisis Center in an effort to assist with the opioid issue in the County and drug education.

Ms. Meshaw shared that there was a change; in the IT Budget, it is about a \$400K decrease due to the CARES Act funding; this will free up funding for the renovations at the library space planned for administration, etc.

Chairman Smith noted his appreciation to Mr. Burns and Ms. Meshaw for their efforts.

Motion: Commissioner Wheatly made a motion to approve the budget as presented; Commissioner Cavanaugh seconded. **Motion carried unanimously.**

****BREAK****

XIV. MANAGER'S REPORT

Mr. Burns stated that the emails submitted and read for Public Comment will be entered into the record of the meeting. Mr. Burns welcomed Commissioner Chadwick, thought he would find that he had a fine group of men to work with. You will also find the staff with the County is second to none in the State; it's been a privilege to work with them and interact with them daily.

XV. APPOINTMENTS

Carteret County ABC Board

Commissioner Mansfield nominated the reappointment of Commissioner Wheatly for an additional three-year term and his reappointment as Chairman of the ABC Board; seconded by Commissioner Chadwick; nomination carried.

Carteret County Community College

Commissioner Chadwick resigned his appointment to this Board upon his appointment as Commissioner. He shared he would like to table the position. Commissioners agreed to table the appointment.

Consolidated Human Services Board

Commissioner Mansfield nominated the reappointment of Dr. Paul Getty ("Dentist Representative"), the reappointment of Ms. Kathy Foster ("General Public Representative") and the reappointment of Ms. Carol Armistead ("Psychologist Representative") for additional four-year terms; nominations carried.

Eastern Carolina Regional Housing Authority

Commissioner Mansfield nominated Mr. William Britt, Jr. for a two-year term; seconded by Commissioner Chadwick; nomination carried.

Eastern Carolina Workforce Development Board

Commissioner Mansfield nominated Ms. Cindy Holman for reappointment for an additional two-year term; nomination carried.

Economic Development Foundation Board

Commissioner Wheatly nominated Mr. Jesse Vinson and Commissioner Robin Comer for additional one-year terms; nominations carried.

Fireman's Relief Fund Board

Commissioner Chadwick nominated Mr. Jason Willis from the Davis Fire Department and Mr. Randall Stephens from the Otway Fire Department for additional two-year terms; nominations carried.

Commissioner Cavanaugh questioned the vacancies on the Cultural and Recreational Advisory Board and the responsibilities of that Board. Chairman Smith and Commissioner Comer shared information on the Cultural and Recreational Advisory Board.

XVI. COMMISSIONERS' COMMENTS

Commissioner Comer noted that he looks forward to working with Commissioner Chadwick; we have worked together on a couple of Boards in the past, and stated that he feels sure he will work hard and will be an asset to the Board. Commissioner Comer welcomed Dr. Jackson as the new school superintendent and noted he looked forward to working with him. Commissioner Comer stated that he appreciates all the hard work during the budget season.

Commissioner Wheatly welcomed Mr. Chadwick to the Board; he is a hard worker; he will be a perfect fit; he will realize that we have a great Board and a great staff; wished him well and offered his assistance to Commissioner Chadwick. Commissioner Wheatly welcomed the new superintendent and wished him well; offered his assistance. One of the things I wanted to talk about was the library. Over the last couple of days, I have received a lot of phone calls about the library system in the County and one thing going around was that they were going to throw away 70% of the books that were in the library. There are 130K books in our County library; if you threw 70% away, it would be a lot of books. I spoke with Mr. Burns earlier today and he put me in contact with Ms. Lesley Mason, the Librarian. She shared with me that they are purging the books that they have that are torn up; a lot of books due to leakage during Florence, have turned out to be molded; there are a lot of older medical volumes that are over 40 years old, and books that have not been checked out in 15 years; they eliminated them. Ms. Mason estimated that 3% of the books were the ones that they were giving away. She said that they have taken a lot of the books to the historical area; some of the books they are throwing away will be replaced. Commissioner Wheatly suggested that anyone with questions, should give Ms. Mason a call. Commissioner Wheatly thanked Ms. Meshaw and her staff for what they do; it takes a lot of understanding and care to put the budget together.

Commissioner Farrington congratulated Commissioner Chadwick; shared that he has known him a long time and has worked with him on some other projects. Commissioner Farrington shared that he knows Commissioner Robinson would be proud for him to be sitting in his chair. Commissioner Farrington also congratulated Dr. Jackson. Commissioner Farrington thanked Ms. Meshaw, her staff, and Mr. Burns for all the hard work; greatly appreciated. Commissioner Farrington also thanked Ms. Stephanie Cannon, our Health Director; we get the facts every day from our staff on the COVID

numbers active and what is going on at the hospital; the County has handled this pandemic very well. Commissioner Farrington noted that he is very proud of the Commissioners; we are funding substance abuse and mental health in Carteret County locally in a big way; we have mentioned them before. We are concerned about COVID and we should be, but we should also be concerned about the overdoses due to drugs; that might need to be listed; the public needs to know; it is happening everywhere. We need to look out for that and keep an eye on it and focus on those dying in our County. There are a lot of families suffering and we need to help them in any way that we can. Commissioner Farrington shared that he hates we had to raise taxes, but there are a lot of things happening in this County.

Commissioner Mansfield reiterated and welcomed Commissioner Chadwick to the Board; he will do a good job; he is a hard worker and is dogmatic in everything he does. Commissioner Mansfield congratulated him and knew his family and friends are proud of him. Commissioner Mansfield stated that he misses Commissioner Robinson and it is sad not to see him here, but you will be a good person to pass the baton to. Commissioner Mansfield welcomed Dr. Jackson to the Carteret County Schools; he was a former principal of the year; he comes with a good background. Commissioner Mansfield stated that he appreciates staff and was glad that the budget allowed some increase in pay for them. Commissioner Mansfield shared that he is honored to work for the citizens of Carteret County and thankful for the employees that work for the County.

Commissioner Cavanaugh congratulated our new County Commissioner, Mr. Chadwick, Dr. Jackson, and all the kids that graduated school this year. Commissioner Cavanaugh shared that he is sorry, due to the pandemic, that you could not walk across the stage and all the events that normally take place with graduation. Commissioner Cavanaugh shared that they have discussed litter so often; it is appalling how the hidden roadways in the County are being used as litter sites. Commissioner Cavanaugh expressed that he thought having deputies out writing tickets would make a difference. Commissioner Cavanaugh shared information on the budget; there are a lot of hard questions that come up year over year; what we are in now is a perfect storm – the loss of revenues, the increase of expenses due to storms, increase in expenses due to drug abuse; it is all part of the way government grows. Commissioner Cavanaugh stated that he is sorry they have to raise taxes, but we are still the lowest in the State; I hope it is temporary.

Commissioner Chadwick shared that he appreciates the kind words; welcomed Dr. Jackson. Thanked staff that has helped him. Commissioner Chadwick stated that he is proud to have been able to vote for Dr. Mancini as the new College President; she has a strong work ethic and I know she will do good things at the College. Commissioner Chadwick commended Mr. Foxworth for how he has turned his department around. Commissioner Chadwick stated that he is honored to serve with the Commissioners and looks forward to working for all the citizens of Carteret County. We try to keep the taxes as low as possible while continuing to provide good services. Commissioner Chadwick noted that like President Trump, he will be donating his salary to charities and other worthy causes in the County. The first will be donated to Boy Scout 252 in honor of Commissioner Robinson, who was very active in that troop. Commissioner Chadwick

stated he believes all the waterways and inlets are the lifeblood for our economy, just like our beaches. I want to seek funds to dredge and bring some commerce to the Eastern part of the County; it could be an economic boom. Commissioner Chadwick stated that since being nominated last week, he immediately contacted Commissioner Wheatly along with Congressman Murphy; they have made some progress already with permits with the Corps of Engineers for the replacement of the fishing pier at Harkers Island and dredging Taylors Creek and from Cape Lookout to Harkers Island. It is vital for tourism as well as fishing – personal fishermen, recreational, or commercial boats. Commissioner Chadwick stated that another thing on his mind is the drainage in the County which is very poor; we need to initiate some help in cleaning out ditches in the County; I hear it a lot. Commissioner Chadwick stated that he feels that the COVID numbers have been blown out of proportion and politically motivated; the problems I am hearing from people are in the drug overdose problems; it is almost a daily problem. Commissioner Chadwick shared that he has spoken with Sheriff Buck; he assured me that there are going to be some drug dealers locked up soon. Commissioner Chadwick shared that Commissioner Robinson was a strong voice for Down East and he plans to continue to be a strong voice, but he is also a man of action. I am not going to talk about it; I am going to do it. Commissioners have their heart in it; I want to provide the same opportunities for people throughout the County, from Cedar Island to Cedar Point, does not matter what political party or the neighborhood they work in, I work for everyone.

Chairman Smith welcomed Commissioner Chadwick and welcomed Dr. Jackson to the County. Chairman Smith stated that he would like to also thank the Board of Commissioners for their work on this year's budget; it has been a trying time, not only for staff, but also for Commissioners. Chairman Smith asked Mr. Burns to explain the Webb Library issue; he is receiving a lot of emails. Mr. Burns stated that the Town of Morehead City initially indicated that they were cutting funding for the Webb Library and then they came back and appropriated some money in their budget that was passed last week. They approached the County about a contribution going forward, but now that we operate a County system, we participate in the State Aid to Libraries Program; because of that, we cannot fund other library-related services. However, the Webb Library can also apply for the State Aid to Libraries. Mr. Burns shared that he offered to the Morehead City manager that if he wanted help from County staff, we would provide that.

XVIa. CLOSED SESSION PURSUANT TO NCGS 143-318.11 FOR THE PERMITTED PURPOSE OF DISCUSSING (a)(3) ATTORNEY-CLIENT PRIVILEGE AND (a)(4) ECONOMIC DEVELOPMENT (added as amended)

Motion: Commissioner Mansfield made a motion to go into closed session; seconded by Commissioner Chadwick. **Motion carried unanimously.**

Motion: Commissioner Cavanaugh made a motion to return to regular session; Commissioner Mansfield seconded. **Motion carried unanimously.**

XVII. ADJOURNMENT

Motion: Commissioner Cavanaugh made a motion to adjourn; seconded by Commissioner Mansfield. **Motion carried unanimously.**

Bill Smith, Chairman

Rachel Hammer, Clerk

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2018	P	202686	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 3.35
2018	P	202686	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH .88
2018	P	202686	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 5.15
2017	P	113627	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 3.51
2017	P	113627	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH .93
2017	P	113627	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 5.39
2016	P	48350	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 4.71
2016	P	48350	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH .97
2016	P	48350	P	510364	NORWOOD KLINE FROST	ATLANTIC BEACH 1.57
2009	P	23865	P	455549	ALISON CARLYLE	12.89
2009	P	23865	P	455549	ALISON CARLYLE	10.00
2014	P	101613	P	358477	ROBERT W SPENCER	9.70
2013	P	91715	P	358477	ROBERT W SPENCER	9.38
2012	P	91904	P	358477	ROBERT W SPENCER	9.38
2011	P	64089	P	358477	ROBERT W SPENCER	11.45
2010	P	55678	P	358477	ROBERT W SPENCER	9.24
2014	P	101613	P	358477	ROBERT W SPENCER	15.00
2013	P	91715	P	358477	ROBERT W SPENCER	15.00
2012	P	91904	P	358477	ROBERT W SPENCER	10.00
2011	P	64089	P	358477	ROBERT W SPENCER	10.00
2010	P	55678	P	358477	ROBERT W SPENCER	10.00
2012	P	88233	P	466632	WILLIAM KOCH	24.59
2009	P	27966	P	466632	WILLIAM KOCH	14.37
2009	P	27966	P	466632	WILLIAM KOCH	10.00
2012	P	88233	P	466632	WILLIAM KOCH	10.00
2015	P	118008	P	514967	SCOTT BRASWELL	70.97
2014	P	99830	P	514967	SCOTT BRASWELL	74.70
2018	P	202569	P	476624	DONALD CLAY WELLS	SWANSBORO 3.01
2018	P	202569	P	476624	DONALD CLAY WELLS	SWANSBORO .48
2017	P	113496	P	476624	DONALD CLAY WELLS	SWANSBORO 2.90
2017	P	113496	P	476624	DONALD CLAY WELLS	SWANSBORO .45
2015	P	110954	P	49564	GLENDA M SPRINGLE	17.16
2015	P	110954	P	49564	GLENDA M SPRINGLE	15.00
2018	P	199253	P	507214	LISA BENTON	7.77
2017	P	109708	P	507214	LISA BENTON	7.77
2016	P	43945	P	507214	LISA BENTON	7.77
2015	P	121052	P	507214	LISA BENTON	7.52
2014	P	98902	P	507214	LISA BENTON	13.92
2018	P	199253	P	507214	LISA BENTON	15.00
2017	P	109708	P	507214	LISA BENTON	15.00
2016	P	43945	P	507214	LISA BENTON	15.00
2015	P	121052	P	507214	LISA BENTON	15.00
2014	P	98902	P	507214	LISA BENTON	15.00
2014	R	626705	R	9563	JAMES C JR BROWN	94.87
2013	R	568607	R	9563	JAMES C JR BROWN	92.64
2012	R	465270	R	9563	JAMES C JR BROWN	92.64
2011	R	330041	R	9563	JAMES C JR BROWN	94.87
2018	P	207812	P	524452	BUDDY RAY GREESON	ATLANTIC BEACH 9.32
2018	P	200964	P	19314	BENJAMIN HARRELL PHILLIPS	HARKERS ISLAND 17.44

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2018	P	200964	P	19314	BENJAMIN HARRELL PHILLIPS	HARKERS ISLAND 1.68
2017	P	111694	P	19314	BENJAMIN HARRELL PHILLIPS	HARKERS ISLAND 17.44
2017	P	111694	P	19314	BENJAMIN HARRELL PHILLIPS	HARKERS ISLAND 1.68
2016	P	46192	P	19314	BENJAMIN HARRELL PHILLIPS	HARKERS ISLAND 17.94
2015	P	120019	P	153902	WALTER & MARY BOYETTE	9.98
2014	P	102149	P	153902	WALTER & MARY BOYETTE	15.23
2013	P	92337	P	153902	WALTER & MARY BOYETTE	15.00
2012	P	92578	P	153902	WALTER & MARY BOYETTE	16.53
2015	P	120019	P	153902	WALTER & MARY BOYETTE	15.00
2014	P	102149	P	153902	WALTER & MARY BOYETTE	15.00
2013	P	92337	P	153902	WALTER & MARY BOYETTE	15.00
2012	P	92578	P	153902	WALTER & MARY BOYETTE	10.00
2018	P	211678	P	528719	RIC FOUNTAIN	73.16
2017	P	124804	P	528719	RIC FOUNTAIN	73.16
2017	P	124804	P	528719	RIC FOUNTAIN	73.16-
2018	P	208762	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.70
2017	P	121023	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.70
2016	P	56932	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.36
2018	P	208762	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.00
2017	P	121023	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.00
2016	P	56932	P	525918	ERIC ETUX SUNSHINE WILLIS	BEAUFORT 15.00
2018	P	212342	P	529822	BENJAMIN JAMES FERGUSON	NEW BERN 2.16
2018	P	212342	P	529822	BENJAMIN JAMES FERGUSON	NEW BERN 7.05
2018	P	212342	P	529822	BENJAMIN JAMES FERGUSON	NEW BERN 2.16-
FINAL TOTALS						
TOTAL						1,246.11

* * * E N D O F R E P O R T * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - b. Tax Releases Over \$100

07/01/20 08:28:27

RELEASE OVER 100.00

PAGE 1

Name Id Number	Name	Total Adjustment	Comment
9563	JAMES C JR BROWN	142.15	COUNTY FORECLOSE 2017 RELEASE SARAH
9563	JAMES C JR BROWN	140.15	COUNTY FORECLOSE 2017 RELEASE SARAH
9563	JAMES C JR BROWN	169.26	COUNTY FORECLOSE RELEASE PER SARAH
9563	JAMES C JR BROWN	171.68	COUNTY FORECLOSE RELEASE PER SARAH
9563	JAMES C JR BROWN	114.47	COUNTY FORECLOSE RELEASE PER SARAH
9563	JAMES C JR BROWN	111.77	COUNTY FORECLOSED RELEASE PER SARAH
9563	JAMES C JR BROWN	111.77	COUNTY FORECLOSED RELEASE PER SARAH
9563	JAMES C JR BROWN	114.47	COUNTY FORECLOSE RELEASE PER SARAH
FINAL TOTALS			
TOTAL		1,075.72	

* * * END OF REPORT * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - c. Tax Refunds Under \$100

07/01/20 01:30:00

Refunds to be Issued by Finance Office - \$100.00 and Under

Remit To:	Address	City	St Zip Code	TransNo	Reference
	Refund				
BROCK, LESLIE	102 BREBATI DR DOUBLE BILLED	GOLDSBORO	NC 27534	2266338	2019 P 0534362
HANKINS, HAROLD	PO BOX 10372 OVER PAYMENT CHECK 5108	SOUTHPORT	NC 28461	2265823	2019 R 6386.19.52.4359000
HARRIS, TOM P JR ETUX MARY	1701 SOFTWIND WAY OVER PAYMENT CHECK 1022	WILMINGTON	NC 28403	2266200	2019 R 6344.07.59.6466003
LEWIS, GREGORY JAMES	209 PINTAIL LANE OVERPAYMENT STURGIS	HARKERS ISLAND	NC 28531	2266318	2019 P 0050030
LOCKEY, CHADWICK W	135 HOWARD ROAD OVER PAYMENT CHECK 466	NEWPORT	NC 285701702	2266203	2018 P 0039772
SIMPSON, SAMUEL	751 NC HWY 101 ALREADY PD/DEBT SETOFF	BEAUFORT	NC 28516	022018	P 0044728
WILSON, CHRISTOPHER RYAN	PO BOX 931 OVER PAYMENT CHECK 2099	MOREHEAD CITY	NC 28557	2266045	2019 P 0050141

FINAL TOTALS
TOTAL 170.34

*** END OF REPORT ***

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - d. Tax Refunds Over \$100

07/01/20 00:30:00

Refunds to be Issued by Finance Office - Over \$100.00

PAGE

Remit To:	Address	City	St	Zip Code	Reference
Refund					
JOHNSON, STEVE 160.30	5805 COUNTY LINE ROAD OVERPAYMENT DEBT SETOFF	NEW BERN	NC	285629482	2019 P 0040941
JOHNSON, STEVE 151.23	5805 COUNTY LINE ROAD DEBT SETOFF REFUND	NEW BERN	NC	28562	2018 P 0040941
LOWE'S HOME CENTERS INC 1,614.35	1000 LOWES BOULEVARD OVERPAYMENT LOWES APPEAL	MORRISVILLE	NC	28117	2015 R 5384.05.19.5074
LOWE'S HOME CENTERS INC 39,078.54	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2019 R 5384.05.18.8402
LOWE'S HOME CENTERS INC 39,078.54	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2018 R 5384.05.18.8402
LOWE'S HOME CENTERS INC 35,680.40	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2017 R 5384.05.18.8402
LOWE'S HOME CENTERS INC 35,680.40	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2016 R 5384.05.18.8402
LOWE'S HOME CENTERS INC 32,282.25	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2015 R 5384.05.18.8402
LOWE'S HOME CENTERS INC 302.74	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2015 R 5384.05.18.4525
LOWE'S HOME CENTERS INC 334.60	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2016 R 5384.05.18.4525
LOWE'S HOME CENTERS INC 334.60	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2017 R 5384.05.18.4525
LOWE'S HOME CENTERS INC 366.47	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2018 R 5384.05.18.4525
LOWE'S HOME CENTERS INC 366.47	1000 LOWES BOULEVARD SETTLE LOWES APPEAL	MORRISVILLE	NC	28117	2019 R 5384.05.18.4525
MINTON, EDWARD ELLIS ETAL 190.86	508 MARLOWE RD OVER PAYMENT CHECK 1428	RALEIGH	NC	27609	2019 R 6385.13.23.3910
PHILLIPS, DAVID WILLIAM 808.43	86 TRACEWAY BILLED RELEASED/DEBT SETOFF	SANFORD	NC	27332	2016 P 0027264
SOUTHSTAR HOLDING MHC LLC ET 10,619.24	2820 SELWYN AVENUE #425 SETTLED LOWES APPEAL	CHARLOTTE	NC	28209	2018 R 6356.11.76.3679

07/01/20 00:30:00

Refunds to be Issued by Finance Office - Over \$100.00

PAGE

Remit To:	Address	City	St	Zip Code	Reference
Refund					
SOUTHSTAR HOLDING MHC LLC ET 10,619.24	2820 SELWYN AVENUE #425 SETTLE LOWES APPEAL	CHARLOTTE	NC	28209	2017 R 6356.11.76.3679
SOUTHSTAR HOLDING MHC LLC ET 10,619.24	2820 SELWYN AVENUE #425 SETTLE LOWES APPEAL	CHARLOTTE	NC	28209	2016 R 6356.11.76.3679
SOUTHSTAR HOLDING MHC LLC ET 10,216.50	2820 SELWYN AVENUE #425 SETTLE LOWES APPEAL	CHARLOTTE	NC	28209	2015 R 6356.11.76.3679
WILLIS' MOBILE HOME PARK 312.08	PO BOX 646 OVERPAYMENT CHECK 4511	MOREHEAD CITY	NC	28557	2019 R 6376.15.74.3937
FINAL TOTALS					
TOTAL	228,816.48				
* * * E N D O F R E P O R T * * *					

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - e. Tax Collector's Monthly Report

Carteret County Tax Department

Appraisal: (252) 728-8485
Personal Property: (252) 728-8535
Business Personal: (252) 728-8483
Collections: (252) 728-8525
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Sarah T. Davis
Tax Administrator
Tel: (252) 728-8535
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CC Payments Online or by Phone
www.carteretcountytax.com
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Memorandum

To: Board of Commissioners
Tommy Burns

From: Sarah Davis
Tax Administrator

Re: BOC monthly collections report

Date: July 1, 2020

Attached is the monthly collection's report to the Board of Commissioners as required by North Carolina General Statute 105-350. No action is required by the Board. It is presented for information purposes only. The collection report shows the total levy, collection, and unpaid balance for each year of the past ten years, beginning with 2009 and coming forward to 2019. This report is presented each month in your agenda package. The total collections for the ten years are \$667,648,392.27. The unpaid balance outstanding for the 10 year period is \$7,351,054.88 including deferred taxes. The Tax Department will continue to pursue collection of unpaid taxes as authorized by North Carolina Statutes.

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts									User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9			
* * * * Totals for Tax year			2008																							
# of Properties Processed			144,222																							
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	54,275,701.53	51,222,930.51	2,363,295.00	198,232.09	.00	458,487.50	32,756.43																			
Total Adjustments	681,411.40-	456,091.48-	39,564.24-	198,232.09-	.00	.00	12,476.41																			
Total Collections	53,584,881.58	50,764,121.83	2,322,316.78	.00	.00	453,674.16	44,768.81																			
Unpaid Balances	9,408.55	2,717.20	1,413.98	.00	.00	4,813.34	464.03																			
* * * * Totals for Tax year			2009																							
# of Properties Processed			143,265																							
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	54,946,355.13	51,809,907.51	2,372,968.00	193,267.34	.00	546,423.43	23,788.85																			
Total Adjustments	396,787.00-	187,374.93-	28,347.22-	193,267.34-	.00	.00	12,202.49																			
Total Collections	54,470,397.97	51,587,509.99	2,340,111.57	.00	.00	507,707.90	35,068.51																			
Unpaid Balances	79,170.16	35,022.59	4,509.21	.00	.00	38,715.53	922.83																			
* * * * Totals for Tax year			2010																							
# of Properties Processed			143,838																							
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	55,563,571.13	52,424,638.58	2,351,053.00	229,599.63	.00	533,854.16	24,425.76																			
Total Adjustments	313,885.81-	71,717.19-	23,936.04-	227,888.51-	.00	.00	9,655.93																			
Total Collections	55,154,060.20	52,307,834.59	2,321,990.83	1,711.12	.00	489,308.21	33,215.45																			
Unpaid Balances	95,625.12	45,086.80	5,126.13	.00	.00	44,545.95	866.24																			
* * * * Totals for Tax year			2011																							
# of Properties Processed			144,282																							
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	56,054,302.35	52,936,189.46	2,320,555.00	225,239.96	.00	547,225.34	25,092.59																			
Total Adjustments	378,201.07-	152,088.13-	15,351.36-	224,660.27-	.00	.00	13,898.69																			
Total Collections	55,456,947.66	52,671,007.15	2,296,886.98	579.69	.00	450,854.28	37,619.56																			
Unpaid Balances	219,153.62	113,094.18	8,316.66	.00	.00	96,371.06	1,371.72																			
* * * * Totals for Tax year			2012																							
# of Properties Processed			144,824																							
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	55,148,112.44	51,997,993.51	2,359,242.00	218,866.12	.00	544,067.71	27,943.10																			
Total Adjustments	363,931.40-	119,453.59-	33,105.58-	217,258.56-	.00	.00	5,886.33																			

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts									User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9			

* * * * Totals for FINAL TOTALS

of Properties Processed 1,291,534

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees
Original Balances	679,934,829.67	634,483,197.35	35,960,753.00	3,839,593.47	.00	5,221,178.25	430,107.60
Total Adjustments	4,935,382.52	2,454,586.86	770,371.00	1,709,299.06	.00	.00	1,125.60
Total Collections	667,648,392.27	628,515,808.07	34,582,600.72	21,364.89	.00	4,147,181.94	381,436.65
Unpaid Balances	7,351,054.88	3,512,802.42	607,781.28	2,108,929.52	.00	1,073,996.31	47,545.35

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - f. NCVTS Motor Vehicle Refund Report



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/2/2020 11:30:34 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AMSDEN, BRENDA FAY	AMSDEN, BRENDA FAY		214 LORD GRANVILLE DR		MOREHEAD CITY, NC 28557	Adjustment < \$100	0051024628	CL78567	Refund Generated due to adjustment on Bill #0051024628-2019-2019-0000-00	Over Assessment	06/09/2020	9010	Tax	(\$36.98)	\$0.00	(\$36.98)
												32	Tax	(\$8.06)	\$0.00	(\$8.06)
												Refund			\$45.04	
ANDERSON, CHRISTINE BETH	ANDERSON, CHRISTINE BETH		131 SOUND BLVD		NEWPORT, NC 28570	Proration	0035712388	PER5457	Refund Generated due to proration on Bill #0035712388-2019-2019-0000-00	Tag Surrender	06/30/2020	9010	Tax	(\$2.44)	\$0.00	(\$2.44)
												31	Tax	(\$0.31)	\$0.00	(\$0.31)
												48	Tax	(\$0.31)	\$0.00	(\$0.31)
Refund			\$3.06													
ARNOLD, JONICE PARKER	ARNOLD, JONICE PARKER		PO BOX 1301		NEWPORT, NC 28570	Proration	0025424345	AEA8356	Refund Generated due to proration on Bill #0025424345-2018-2018-0000-00	Tag Surrender	06/25/2020	9010	Tax	(\$1.21)	\$0.00	(\$1.21)
												35	Tax	(\$0.35)	\$0.00	(\$0.35)
Refund			\$1.56													
BENDER, MARGIE LYNN	BENDER, MARGIE LYNN		160 OAKLEAF DRIVE		PINE KNOLL SHORES, NC 28512	Proration	0046658629	G0DFAITH	Refund Generated due to proration on Bill #0046658629-2019-2019-0000-00	Tag Surrender	06/29/2020	9010	Tax	(\$4.21)	\$0.00	(\$4.21)
												1353	Tax	(\$2.68)	\$0.00	(\$2.68)
												94	Tax	(\$0.22)	\$0.00	(\$0.22)
Refund			\$7.11													
BOTTOMS, MATTHEW DEAN	BOTTOMS, MATTHEW DEAN		241 GATSEY LN		BEAUFORT, NC 28516	Proration	0026033488	DF2174	Refund Generated due to proration on Bill #0026033488-2019-2019-0000-00	Vehicle Sold	06/26/2020	9010	Tax	(\$115.86)	\$0.00	(\$115.86)
												44	Tax	(\$26.16)	\$0.00	(\$26.16)
												46	Tax	(\$22.42)	\$0.00	(\$22.42)
Refund			\$164.44													
BOULIA ENTERPRISE	BOULIA ENTERPRISE		6931 A HWY 70E		NEWPORT, NC 28570	Proration	0031259871	CD1312	Refund Generated due to proration on Bill #0031259871-2019-2019-0000-00	Vehicle Sold	06/26/2020	9010	Tax	(\$5.17)	\$0.00	(\$5.17)
												1460	Tax	(\$5.95)	\$0.00	(\$5.95)
Refund			\$11.12													
DAVIS, WELDON JEROME	DAVIS, WELDON JEROME		PO BOX 240		DAVIS, NC 28524	Adjustment < \$100	0053570327	JZ9253	Refund Generated due to adjustment on Bill #0053570327-2019-2019-0000	Situs error	06/19/2020	9010	Tax	\$0.00	\$0.00	\$0.00
												1460	Tax	(\$96.39)	\$0.00	(\$96.39)
												22	Tax	\$22.95	\$0.00	\$22.95
Refund			\$46.44													
DEAL, SHAWN REBECCA	DEAL, SHAWN REBECCA		406 N 13TH ST		MOREHEAD CITY, NC 28557	Proration	0048433237	PMD3446	Refund Generated due to proration on Bill #0048433237-2018-2018-0000-00	Tag Surrender	06/08/2020	9010	Tax	(\$1.27)	\$0.00	(\$1.27)
												1351	Tax	(\$1.43)	\$0.00	(\$1.43)
Refund			\$2.70													
FLAKE, JOHN ALLEN	FLAKE, JOHN ALLEN		307 KATHRYN CT		NEWPORT, NC 28570	Proration	0018791848	PCA3210	Refund Generated due to proration on Bill #0018791848-2018-2018-0000-00	Tag Surrender	06/05/2020	9010	Tax	(\$0.68)	\$0.00	(\$0.68)
												1460	Tax	(\$0.82)	\$0.00	(\$0.82)
Refund			\$1.50													
GARCIA, VICTOR MANUEL	GARCIA, VICTOR MANUEL		112 ENGLISH ST		NEWPORT, NC 28570	Proration	0014392361	RRD2702	Refund Generated due to proration on Bill #0014392361-2019-2019-0000-00	Tag Surrender	06/08/2020	9010	Tax	(\$4.98)	\$0.00	(\$4.98)
												35	Tax	(\$1.45)	\$0.00	(\$1.45)
Refund			\$6.43													
GAY, PATRICIA MCMAHON	GAY, PATRICIA MCMAHON		206 YAUPON DR		CAPE CARTERET, NC 28584	Proration	0024451499	CKV7794	Refund Generated due to proration on Bill #0024451499-2019-2019-0000-00	Tag Surrender	06/26/2020	9010	Tax	(\$46.93)	\$0.00	(\$46.93)
												1557	Tax	(\$32.17)	\$0.00	(\$32.17)
												1557	Vehicle	(\$5.00)	\$0.00	(\$5.00)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/2/2020 11:30:34 AM

Owner	Address	City	County	Vehicle ID	Reason	Amount	Refund Type	Refund Date	Refund Code	Refund Amount	Refund Balance	Refund Total		
GETTY, DAVID ARTHUR	GETTY, DAVID ARTHUR	GETTY, MARY ELLEN	PO BOX 37	ATLANTIC BEACH, NC 28512	Proration	0042438609	ZXR6185	Refund Generated due to proration on Bill #0042438609-2018-2018-0000-00	Tag Surrender	06/03/2020	37 Tax (\$9.08) \$0.00 (\$9.08)	19 Tax (\$7.57) \$0.00 (\$7.57)	Refund \$100.75	
											9010 Tax (\$15.11) \$0.00 (\$15.11)	1353 Tax (\$9.60) \$0.00 (\$9.60)	94 Tax (\$0.78) \$0.00 (\$0.78)	Refund \$25.49
HARBERT, TYLER GORDON	HARBERT, TYLER GORDON		408 MARSH ST	BEAUFORT, NC 28516	Adjustment >= \$100	0052012047	HDH2815	Refund Generated due to adjustment on Bill #0052012047-2019-2019-0000-00	Military	06/22/2020	9010 Tax \$0.00 \$0.00 \$0.00	1159 Tax \$0.00 \$0.00 \$0.00	46 Tax \$0.00 \$0.00 \$0.00	Refund \$0.00
HOWELL, MARIAN SHEPPARD	HOWELL, MARIAN SHEPPARD		122 WINCHESTER LN	ROCKY POINT, NC 28457	Proration	0036074012	EJP3731	Refund Generated due to proration on Bill #0036074012-2019-2019-0000-00	Tag Surrender	06/16/2020	9010 Tax (\$16.23) \$0.00 (\$16.23)	1351 Tax (\$19.89) \$0.00 (\$19.89)	Refund \$36.12	
INTELLIGENT POWER MANAGEMENT SYSTEMS LLC	INTELLIGENT POWER MANAGEMENT SYSTEMS LLC		PO BOX K	ROCKY MOUNT, NC 27802	Proration	0048600251	SNX4331	Refund Generated due to proration on Bill #0048600251-2019-2019-0000-00	Vehicle Sold	06/22/2020	9010 Tax (\$7.08) (\$0.36) (\$7.44)	1353 Tax (\$4.50) (\$0.22) (\$4.72)	94 Tax (\$0.36) (\$0.02) (\$0.38)	Refund \$12.54
J KEVIN JONES PA	J KEVIN JONES PA		5053 EXECUTIVE DR STE D	MOREHEAD CITY, NC 28557	Overpayment	0039467988	FBH3628	Overpayment on Payment on Bill #003946798820192019	Overpayment	06/05/2020	OVERPAY AMOUNT (\$334.71) \$0.00 (\$334.71)	Refund \$334.71		
JOHNSON, CHARLOTTE FORE	JOHNSON, CHARLOTTE FORE		2801 MAYBERRY LOOP RD	MOREHEAD CITY, NC 28557	Proration	0037282811	ELD1263	Refund Generated due to proration on Bill #0037282811-2019-2019-0000-00	Tag Surrender	06/30/2020	9010 Tax (\$35.26) \$0.00 (\$35.26)	30 Tax (\$5.69) \$0.00 (\$5.69)	50 Tax (\$2.27) \$0.00 (\$2.27)	Refund \$43.22
JOYNER, GEORGE DAVID	JOYNER, GEORGE DAVID		216 HARBOR DR	MOREHEAD CITY, NC 28557	Adjustment < \$100	0054476637	CM14798	Refund Generated due to adjustment on Bill #0054476637-2019-2019-0000-00	Over Assessment	06/24/2020	9010 Tax (\$15.44) \$0.00 (\$15.44)	30 Tax (\$2.49) \$0.00 (\$2.49)	50 Tax (\$1.00) \$0.00 (\$1.00)	Refund \$18.93
KIRK, MARY POWELL	KIRK, MARY POWELL		121 LENNOXVILLE POINT RD	BEAUFORT, NC 28516	Proration	0034611654	6C8082	Refund Generated due to proration on Bill #0034611654-2019-2019-0000-00	Tag Surrender	06/29/2020	9010 Tax (\$17.46) \$0.00 (\$17.46)	42 Tax (\$3.52) \$0.00 (\$3.52)	46 Tax (\$3.38) \$0.00 (\$3.38)	Refund \$24.36
LAWRENCE, LARRY DOUGLAS JR	LAWRENCE, LARRY DOUGLAS JR	LAWRENCE, JOAN ELLEN	105 GREENHILL PL	NEWPORT, NC 28570	Proration	0022723435	AKT5929	Refund Generated due to proration on Bill #0022723435-2019-2019-0000-00	Tag Surrender	06/03/2020	9010 Tax (\$33.05) \$0.00 (\$33.05)	31 Tax (\$4.27) \$0.00 (\$4.27)	48 Tax (\$4.27) \$0.00 (\$4.27)	Refund \$41.59
MASON, CAROLYN DIZE	MASON, CAROLYN DIZE		PO BOX 272	BEAUFORT, NC 28516	Proration	0051539179	ZZB4461	Refund Generated due to proration on Bill #0051539179-2019-2019-0000-01	Tag Surrender	06/25/2020	9010 Tax (\$15.32) \$0.00 (\$15.32)	42 Tax (\$3.09) \$0.00 (\$3.09)	46 Tax (\$2.96) \$0.00 (\$2.96)	



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/2/2020 11:30:34 AM

Owner Name	Address	City	County	Vehicle ID	Reason	Amount	Tag	Date	Refund	Tax	Amount	Refund	Tax	Amount
MAYO, JEFFREY DEAN	430 MCCABE RD	NEWPORT, NC 28570	Proration	0020731486	BJB4476	Refund Generated due to proration on Bill #0020731486-2019-2019-0000-00	Tag Surrender	06/10/2020	75	Tax	(\$2.72)	\$0.00	(\$2.72)	
												Refund	\$24.09	
									9010	Tax	(\$25.19)	\$0.00	(\$25.19)	
									32	Tax	(\$5.48)	\$0.00	(\$5.48)	
												Refund	\$30.67	
MCCAUSLEY, RONALD MAURICE	103 BAYSHORE DR	CAPE CARTERET, NC 28584	Proration	0025338330	XZH7490	Refund Generated due to proration on Bill #0025338330-2018-2018-0000-00	Tag Surrender	06/09/2020	9010	Tax	(\$3.40)	\$0.00	(\$3.40)	
									1557	Tax	(\$2.33)	\$0.00	(\$2.33)	
									1557	Vehicle	\$0.00	\$0.00	\$0.00	
									37	Tax	(\$0.66)	\$0.00	(\$0.66)	
									19	Tax	(\$0.55)	\$0.00	(\$0.55)	
												Refund	\$6.94	
MCGRAIL, MICHAEL J	233 MORADA BAY DR	NEWPORT, NC 28570	Adjustment < \$100	0050689975	CF32651	Refund Generated due to adjustment on Bill #0050689975-2019-2019-0000-00	Military	06/03/2020	9010	Tax	(\$4.03)	\$0.00	(\$4.03)	
									31	Tax	(\$0.52)	\$0.00	(\$0.52)	
									48	Tax	(\$0.52)	\$0.00	(\$0.52)	
												Refund	\$5.07	
MCGRAIL, MICHAEL JOHN	233 MORADA BAY DR	NEWPORT, NC 28570	Adjustment < \$100	0050564663	JV7558	Refund Generated due to adjustment on Bill #0050564663-2019-2019-0000-00	Military	06/03/2020	9010	Tax	(\$16.96)	(\$1.11)	(\$18.07)	
									31	Tax	(\$2.19)	(\$0.14)	(\$2.33)	
									48	Tax	(\$2.19)	(\$0.14)	(\$2.33)	
												Refund	\$22.73	
MCGUINNESS, MICHAEL FREDERICK	PO BOX 541	CEDAR ISLAND, NC 28520	Adjustment >= \$100	0053389507	JZ4725	Refund Generated due to adjustment on Bill #0053389507-2019-2019-0000	Situs error	06/15/2020	9010	Tax	\$0.00	\$0.00	\$0.00	
									1460	Tax	(\$235.85)	\$0.00	(\$235.85)	
									45	Tax	\$66.06	\$0.00	\$66.06	
									47	Tax	\$66.06	\$0.00	\$66.06	
												Refund	\$103.73	
MENDOLIA, ANDREW ANGELO II	110 MARSH HARBOUR DR	NEWPORT, NC 28570	Proration	0034682332	EHE6900	Refund Generated due to proration on Bill #0034682332-2019-2019-0000-00	Tag Surrender	06/12/2020	9010	Tax	(\$31.74)	(\$2.07)	(\$33.81)	
									31	Tax	(\$4.09)	(\$0.26)	(\$4.35)	
									48	Tax	(\$4.09)	(\$0.26)	(\$4.35)	
												Refund	\$42.51	
MOSS, MICHAEL ALBERT	940 CHATHAM ST	NEWPORT, NC 28570	Adjustment < \$100	0054108999	CM14708	Refund Generated due to adjustment on Bill #0054108999-2019-2019-0000-00	Over Assessment	06/04/2020	9010	Tax	(\$25.45)	\$0.00	(\$25.45)	
									35	Tax	(\$7.39)	\$0.00	(\$7.39)	
												Refund	\$32.84	
NITT, ALEXANDER BROOKS	1314 SPENCER AVE	NEW BERN, NC 28560	Proration	0048709508	HBM7273	Refund Generated due to proration on Bill #0048709508-2019-2019-0000-00	Tag Surrender	06/24/2020	9010	Tax	(\$233.68)	\$0.00	(\$233.68)	
									1351	Tax	(\$286.44)	\$0.00	(\$286.44)	
												Refund	\$520.12	
NOVI, DAVID GREGORY	10515 ISLAND CIR	EMERALD ISLE, NC 28594	Proration	0040479284	NVZ4240	Refund Generated due to proration on Bill #0040479284-2019-2019-0000-00	Tag Surrender	06/30/2020	9010	Tax	(\$5.56)	\$0.00	(\$5.56)	
									1556	Tax	(\$2.77)	\$0.00	(\$2.77)	
												Refund	\$8.33	
PARKS, KATHARINE NOONE	3024 FAIRWAY RD	MOREHEAD CITY, NC 28557	Proration	0048735636	PMD3625	Refund Generated due to proration on Bill #0048735636-2019-	Tag Surrender	06/16/2020	9010	Tax	(\$3.50)	\$0.00	(\$3.50)	
									30	Tax	(\$0.57)	\$0.00	(\$0.57)	



North Carolina Vehicle Tax System

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										50	Tax	(\$0.23)	\$0.00	(\$0.23)		
										Refund \$4.30						
SAGE, HERBERT LEE JR	SAGE, HERBERT LEE JR		133 SEA GATE BLVD		NEWPORT, NC 28570	Proration	0049156041	HBN9714	Refund Generated due to proration on Bill #0049156041-2019-2019-0000-00	Tag Surrender	06/11/2020	9010	Tax	(\$9.25)	\$0.00	(\$9.25)
										29	Tax	(\$2.24)	\$0.00	(\$2.24)		
										39	Tax	(\$2.39)	\$0.00	(\$2.39)		
										Refund \$13.88						
SAGE, HERBERT LEE JR	SAGE, HERBERT LEE JR	MOELLER, DIANA PUTNAM	133 SEA GATE BLVD		NEWPORT, NC 28570	Proration	0049334523	CL51422	Refund Generated due to proration on Bill #0049334523-2019-2019-0000-00	Tag Surrender	06/11/2020	9010	Tax	(\$2.58)	\$0.00	(\$2.58)
										29	Tax	(\$0.62)	\$0.00	(\$0.62)		
										39	Tax	(\$0.67)	\$0.00	(\$0.67)		
										Refund \$3.87						
SHAFFER, WAYNE LYNN	SHAFFER, WAYNE LYNN		102 WHITE DOE CT		NEWPORT, NC 28570	Proration	0047600577	CL33451	Refund Generated due to proration on Bill #0047600577-2019-2019-0000-00	Tag Surrender	06/19/2020	9010	Tax	(\$8.67)	\$0.00	(\$8.67)
										35	Tax	(\$2.52)	\$0.00	(\$2.52)		
										Refund \$11.19						
SMITH, JOSHUA SHANE	SMITH, JOSHUA SHANE	SMITH, TINA MARIE	312 STELLA BRIDGEWAY DR		STELLA, NC 28582	Adjustment < \$100	0047574744	PMD3749	Refund Generated due to adjustment on Bill #0047574744-2019-2019-0000-00	Military	06/26/2020	9010	Tax	(\$3.13)	\$0.00	(\$3.13)
										40	Tax	(\$1.01)	\$0.00	(\$1.01)		
										19	Tax	(\$0.51)	\$0.00	(\$0.51)		
										Refund \$4.65						
SMITH, JOSHUA SHANE	SMITH, JOSHUA SHANE		312 STELLA BRIDGEWAY DR		STELLA, NC 28582	Adjustment < \$100	0053627781	CM14853	Refund Generated due to adjustment on Bill #0053627781-2019-2019-0000-00	Military	06/26/2020	9010	Tax	(\$3.66)	\$0.00	(\$3.66)
										40	Tax	(\$1.18)	\$0.00	(\$1.18)		
										19	Tax	(\$0.59)	\$0.00	(\$0.59)		
										Refund \$5.43						
VAUGHAN, SUSAN ELIZABETH	VAUGHAN, SUSAN ELIZABETH		508 TURNER ST		BEAUFORT, NC 28516	Proration	0054047971	HAR4284	Refund Generated due to proration on Bill #0054047971-2019-2019-0000-00	Tag Surrender	06/15/2020	9010	Tax	(\$2.87)	\$0.00	(\$2.87)
										1159	Tax	(\$4.26)	\$0.00	(\$4.26)		
										46	Tax	(\$0.56)	\$0.00	(\$0.56)		
										Refund \$7.69						
WARRICK, WAVERLY THOMAS	WARRICK, WAVERLY THOMAS		9100 REED DR	UNIT 3105	EMERALD ISLE, NC 28594	Proration	0028294766	AAE3551	Refund Generated due to proration on Bill #0028294766-2019-2019-0000-00	Vehicle Sold	06/22/2020	9010	Tax	(\$16.87)	\$0.00	(\$16.87)
										1556	Tax	(\$8.43)	\$0.00	(\$8.43)		
										Refund \$25.30						
WATSON'S INC	WATSON'S INC	COLLINS, SAMUEL HOWARD JR	9102 COAST GUARD RD		EMERALD ISLE, NC 28594	Proration	0052963554	CK2799	Refund Generated due to proration on Bill #0052963554-2019-2019-0000-00	Tag Surrender	06/11/2020	9010	Tax	(\$60.88)	\$0.00	(\$60.88)
										1523	Tax	(\$10.80)	\$0.00	(\$10.80)		
										37	Tax	(\$11.78)	\$0.00	(\$11.78)		
										19	Tax	(\$9.82)	\$0.00	(\$9.82)		
										Refund \$93.28						
WAX, JAMES SAMUEL	WAX, JAMES SAMUEL		116 YAUPON DR		CAPE CARTERET, NC 28584	Proration	0050738869	HDY5321	Refund Generated due to proration on Bill #0050738869-2019-2019-0000-00	Tag Surrender	06/02/2020	9010	Tax	(\$12.30)	\$0.00	(\$12.30)
										1557	Tax	(\$8.43)	\$0.00	(\$8.43)		
										1557	Vehicle Tax	\$0.00	\$0.00	\$0.00		
										37	Tax	(\$2.38)	\$0.00	(\$2.38)		
										19	Tax	(\$1.98)	\$0.00	(\$1.98)		
										Refund \$25.09						



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/2/2020 11:30:34 AM

WHITE, WILLIAM JASON	WHITE, WILLIAM JASON	1438 DIVISION PL	FAYETTEVILLE, NC 28312	Adjustment < \$100	0054576574	BH15961	Refund Generated due to adjustment on Bill #0054576574-2019- 2019-0000	Situs error	06/25/2020	9010	Tax	\$0.00	\$0.00	\$0.00
										1460	Tax	(\$1.21)	\$0.00	(\$1.21)
										16	Tax	\$0.37	\$0.00	\$0.37
												Refund	\$0.84	
												Refund Total	\$1919.66	

IV. Consent Agenda

3. Approval of Contract with Moffatt & Nichol for FEMA Engineered Beach & Static Line Exception Reports & Authority for the Chairman to Execute the Contract

Shore Protection Manager

Greg L. Rudolph
Tel: (252) 222.5835
Fax: (252) 222.5826
grudolph@carteretcountync.gov



Memorandum

To: Carteret County Board of Commissioners (CBOC)
From: Greg "rudi" Rudolph
Date: July 20, 2020
Re: Agreement - FEMA Engineered Beach & Static Line Exception Report Preparation

The CBOC is respectively requested to approve the attached contract with our engineering team at Moffatt & Nichol to prepare a series of two important reports. First, we need to update the Bogue Banks municipality's FEMA Monitoring & Maintenance Plans. These plans enable us to seek 100% reimbursement to replace the volume of sand lost during a federally-declared disaster (i.e., a hurricane). As evidenced after hurricanes *Isabel* (2003), *Ophelia* (2005), *Irene* (2011), *Florence* (2018), this program has been successfully employed as a collective total of \$87,862,725 has been awarded to the Bogue Banks communities. Our Post-*Florence* Renourishment Project is being constructed in three phases over three years and we need to update our FEMA Monitoring & Maintenance Plans to reflect this infusion of sand in order to remain eligible for future FEMA reimbursement. Moreover, this past winter we nourished West Atlantic Beach for the first-time utilizing occupancy tax and State funding and therefore this segment of the beach is now considered as "engineered" and is eligible for FEMA reimbursement as long as we prepare an initial Monitoring & Maintenance Plan for this discrete section of the island.

The other series of reports involve the State's Static Line Exception Statutes, whereby communities can utilize the post-nourishment, and hence more seaward line of stable vegetation as their reference point for oceanfront construction setbacks rather than the pre-nourishment, pre-existing vegetation line (called the static line). Obviously, the static line is a more landward reference point and hence the oceanfront setback would be more landward as well, which would render hundreds of oceanfront structures along Bogue Banks as "non-conforming" and therefore negatively impact their property values. All of the communities along Bogue Banks prepared their initial Static Line Exception reports in 2010, which were approved by the Coastal Resources Commission. The statutes also stipulate a 5-year update, which we successfully submitted in 2015, and accordingly must do again in 2020. Moffatt & Nichol will prepare this series of reports as well for Atlantic Beach, Pine Knoll Shores, Indian Beach/Salter Path, and Emerald Isle. The total sum to generate all the reports referenced herein is \$49,880, which is a great value and obviously has a huge return on investment.

AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made on the 11th day of June, 2020, by and between, County of Carteret hereinafter called CLIENT, and Moffatt & Nichol, hereinafter called ENGINEER, for the following Project (the "Project"):

FEMA ENGINEERED BEACH & STATIC LINE EXCEPTION REPORT UPDATES

The CLIENT and ENGINEER for mutual consideration agree as set forth below:

1.0 ENGINEER'S SERVICES

The ENGINEER shall perform professional services in connection with the Project, as set forth below, and as may be further described in Exhibit "A".

Coastal Engineering Services

2.0 ENGINEER'S CHARGES

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate Engineer and the total compensation shall not exceed the dollar amount indicated herein, and as may be further described in Exhibit "A".

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$49,880.
- TIME AND MATERIALS. Compensation for these services will not exceed \$ _____ without written authorization.

3.0 INSURANCE AND LIABILITY PROVISIONS

- 3.1 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.
- 3.2 The CLIENT agrees to limit the ENGINEER's liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed the ENGINEER's total fee for services rendered on this Project.

4.0 CLIENT'S RESPONSIBILITY

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 4.1 Furnish to the ENGINEER all survey and all soils data, as well as other Project documentation as may be requested by ENGINEER, and upon which ENGINEER may reasonably rely.
- 4.2 The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.
- 4.3 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services.
- 4.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

5.0 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to ENGINEER's compensation for services performed on an Hourly Rate basis and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project.

6.0 PAYMENTS TO THE ENGINEER

- 6.1 Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and shall be due and owing upon the ENGINEER's submittal of any invoice. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance 30 days after the date of the original invoice.
- 6.2 The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments.
- 6.3 No deductions shall be made from the ENGINEER's compensation on account of penalty or other sums withheld from payments to Contractors.
- 6.4 Hourly Rates and Reimbursable Expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER when such rates provide the basis for the ENGINEER's compensation.
- 6.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

7.0 GENERAL PROVISIONS

- 7.1 All Drawings, Specifications and other work data of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. The CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the prior written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT.
- 7.2 Neither the CLIENT nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 7.3 This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination.
- 7.4 This Agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

- 7.5 Any dispute or claim arising out of this Agreement shall be determined as follows: CLIENT and ENGINEER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, ENGINEER and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the parties. This Agreement shall be governed by the laws of the State of North Carolina.
- 7.6 Should litigation occur between the two parties relating to the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- 7.7 Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 7.8 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 7.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning temporary retainment of excavations and any erection methods and temporary bracing.
- 7.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.
- 7.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the CLIENT.
- 7.12 (a) The parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.
- (b) Neither party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.
- (c) If either party breaches any of the covenants contained in this Article, the non-breaching party shall have the right to immediately terminate this Agreement without penalty and shall be indemnified by the breaching party against all losses arising under this Article 7.12.

8.0 NOTICES

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

CLIENT:	County of Carteret – Shore Protection Office
	<hr/> P.O. Box 4297
	<hr/> Emerald Isle, North Carolina 28594
Attention:	<hr/> Greg "Rudi" Rudolph
ENGINEER:	<hr/> Moffatt & Nichol
	<hr/> 4700 Falls of Neuse, Suite 300
	<hr/> Raleigh, North Carolina 27609
Attention:	<hr/> Timothy R. Reid, P.E., Vice President

Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

ENGINEER's Federal Tax ID # is 95-1951343

Attachments: **Exhibit "A"**

ENGINEER:

MOFFATT & NICHOL
A California Corporation

BY:

Jinally R. Reed

TITLE:

Vice President

DATE: June 11, 2020

WITNESS:

J. D. [Signature]

ATTEST

CARTERET COUNTY

Clerk to Board

Chairperson, Carteret County Board of
Commissioners

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

APPROVED AS TO FORM & LEGALITY

Finance Director

County Attorney

EXHIBIT "A"
STATEMENT OF SERVICES

SCOPE OF WORK

Project Background

The Static Line Exception reports for Emerald Isle, Indian Beach/Salter Path, Pine Knoll Shores, and Atlantic Beach, which bring non-conforming lots into compliance and allow for redevelopment, are due to be updated in mid-2020. The original reports were approved in 2010 and updated in 2015. In addition, the recent Post-Florence Renourishment Project – Phase II incorporated the western portion of Atlantic Beach into the FEMA engineered beaches of Bogue Banks through the use of non-federal funds. Therefore, a FEMA engineered beach report is also needed to document the initial project, nourishment triggers, and monitoring and maintenance plan for Atlantic Beach. Updates to the 2015 FEMA engineered beach reports for Indian Beach/Salter Path and Pine Knoll Shores will document the construction and impact of the Post-Florence Renourishment Project on these towns.

Task 1 – Meetings and Coordination

For this task, **Moffatt & Nichol (M&N)**, is expecting telephone coordination with Carteret County as well as NC Division of Coastal Management will suffice. **M&N** will provide one (1) presentation to the Towns concerning the FEMA and Static Line reports and one (1) presentation to the Coastal Resources Commission for the Static Line report updates.

Task 2 – Develop Static Line Exception Report Updates (Emerald Isle, Indian Beach/Salter Path, Pine Knoll Shores, Atlantic Beach)

For this task, **M&N** will review the past reports to determine the information that must be submitted in these updates. **M&N** will integrate findings and appropriate data from the Master Plan and recent nourishment projects into the report updates. **M&N** will then develop 4 separate update reports for the subject towns (Emerald Isle, Indian Beach/Salter Path, Pine Knoll Shores, and Atlantic Beach). **M&N** will make revisions to the reports based on town comments and will submit a final copy. It is expected that an electronic copy and one (1) hardcopy of each report will be sufficient.

Task 3 – Develop FEMA Engineered Beach Report (Atlantic Beach)

For this task, **M&N** will develop a report which establishes the Post-Florence Renourishment Project – Phase II as the initial, non-federal, project for western Atlantic Beach. Findings and data from the Bogue Banks Master Beach Nourishment Plan will be integrated with respect to nourishment triggers, monitoring, and maintenance plans as they apply to Atlantic Beach. **M&N** will make revisions to the reports based on town comments and will submit a final copy. It is expected that an electronic copy and one (1) hardcopy of the report will be sufficient.

Task 4 – Update FEMA Engineered Beach Reports (Indian Beach/Salter Path & Pine Knoll Shores)

For this task, **M&N** will review the past reports to determine the information that must be submitted in these updates. **M&N** will integrate findings and appropriate data from the Master Plan and recent nourishment projects into the report updates. **M&N** will then develop 2 separate update reports for the subject towns (Indian Beach/Salter Path and Pine Knoll Shores). **M&N** will make revisions to the reports based on town comments and will submit a final copy. It is expected that an electronic copy and one (1) hardcopy of each report will be sufficient.

PROJECT FEE

The total estimated fee for the update of the Static Line Exception reports for Emerald Isle, Indian Beach/Salter Path, Pine Knoll Shores, and Atlantic Beach, development of a FEMA engineered beach report for Atlantic Beach, and update of the FEMA engineered beach reports for Indian Beach/Salter Path and Pine Knoll Shores is **\$49,880**. The following table summarizes the fee estimate.

Scope of Work for Carteret County FEMA Engineered Beach & Static Line Exception Report Updates
Carteret County, North Carolina



FEMA ENGINEERED BEACH & STATIC LINE EXCEPTION REPORT UPDATE FEE ESTIMATE

Firm: Moffatt & Nichol
Project: Carteret County Static Line Exception Report Updates & Atlantic Beach FEMA Engineered Beach Report
Scoping Date:

Date: 14-May-20

Dual Number:
Notice-to-Proceed Date:

TASK	Supervisory Coastal Engineer	Project Manager	Coastal Engineer III	Coastal Engineer II	Coastal Engineer I	Totals	
						Hrs.	\$
Billing Rates	230.00	160.00	145.00	120.00	105.00		
Task 1 - Meetings and Coordination							
Client Coordination	-	4.00	-	2.00	-	6.00	\$880
Coordination with DCM Concerning Static Line Reports	-	4.00	-	2.00	-	6.00	\$880
Coordination with FEMA Concerning Engineered Beach Memos	-	4.00	-	2.00	-	6.00	\$880
Presentation to Towns	-	8.00	-	8.00	-	16.00	\$2,240
CRC Meeting Presentation	-	8.00	-	-	-	8.00	\$1,280
Task 1 Totals	-	28.00	-	14.00	-	42.00	\$6,160
Task 2 - Update Static Line Exception Report (EI, IB/SP, PKS, & AB)							
Review Past Reports for Content	-	2.00	-	8.00	-	10.00	\$1,280
Integration of Master Plan Status and Recent Nourishment Activity Into Static Line Exception Reports (4 - EI, IB/SP, PKS, AB)	-	4.00	-	16.00	-	20.00	\$2,560
Develop Draft Static Line Exception Report Updates (4 - EI, IB/SP, PKS, AB)	2.00	16.00	-	64.00	-	82.00	\$10,704
Revise Draft Reports Based on Client Comments & Submit Final Static Line Exception Report Updates (4 - EI, IB/SP, PKS, AB)	1.00	10.00	-	28.00	-	39.00	\$5,196
Task 2 Totals	3.00	32.00	-	116.00	-	151.00	\$19,736
Task 3 - Develop FEMA Engineered Beach Report (Atlantic Beach)							
Integration of Current Master Plan Results Into FEMA Engineered Beach Report (1 - AB)	-	12.00	-	24.00	-	36.00	\$4,800
Develop Draft FEMA Engineered Beach Report (1 - AB)	2.00	16.00	-	40.00	-	58.00	\$7,620
Revise Draft Report and Submit Final FEMA Engineered Beach Report (1 - AB)	1.00	4.00	-	12.00	-	17.00	\$2,310
Task 3 Totals	3.00	32.00	-	76.00	-	111.00	\$14,930
Task 4 - Update FEMA Engineered Beach Reports (IB/SP & PKS)							
Review Past Reports for Content	-	1.00	-	4.00	-	5.00	\$640
Integration of Master Plan Status and Recent Nourishment Activity Into FEMA Engineered Beach Reports (2 - IB/SP & PKS)	-	2.00	-	8.00	-	10.00	\$1,280
Develop Draft FEMA Engineered Beach Report Updates (2 - IB/SP & PKS)	2.00	6.00	-	24.00	-	32.00	\$4,300
Revise Draft Report Updates Based on Client Comments & Submit Final FEMA Engineered Beach Report Updates (2 - IB/SP & PKS)	1.00	3.00	-	12.00	-	16.00	\$2,150
Task 4 Totals	3.00	12.00	-	48.00	-	63.00	\$8,370
Project Totals							
Total Man-Hours:	9.00	104.00	-	254.00	-	367.00	
Total Personnel Expenses:	\$2,070	\$16,640	\$0	\$30,480	\$0	\$49,190	

Miscellaneous Expenses	
Subsistence (2 days @ \$50 Day - 2 People):	\$100
Photographs, Telephone, Shipping, Supplies, & Misc. Expenses:	\$250
Reproduction:	\$250
Automobile & Travel (2 days @ \$45/day):	\$90
Total Miscellaneous Expenses:	\$690
Total Personnel Expenses:	\$49,190
==> Total Project Fee: \$	\$49,880



IV. Consent Agenda

4. Adoption of Library Policies

- a. Policy for Authors and Publishers
- b. Circulation and Access Policy
- c. Internet & Wi-Fi Access Policy
- d. Collection Development Policy
- e. Citizen Request for Reconsideration of Library Material

- IV. Consent Agenda
 - 4. Adoption of Library Policies
 - a. Policy for Authors and Publishers



Carteret County Public Library Submissions Policy for Authors and Publishers

The Carteret County Public Library System strives to select materials that reflect our diverse community and our mission and vision. Factors that influence selection include but are not limited to:

- Authority
- Popular demand
- Artistic quality
- Objectivity
- Currency
- Content
- Mass media publicity
- Accuracy

If you wish to submit a review copy of your book for consideration the procedure is to send a copy of the book and copies of supporting material to:

Library Director
Carteret County Public Library
1702 Live Oak Street, Suite 100
Beaufort, NC 28516

The book and reviews are then considered for inclusion by the director and appropriate subject specialist. Due to the number of items we receive we are unable to return the book, give status updates on its progress, or provide feedback on why or why not it was selected. Books that are not selected for the collection may be disposed of as the library sees fit. If the book is selected for inclusion, it will appear in the library catalog in 3 months.

Please include the following information:

- bibliographic citation
- ISBN
- intended age level/audience
- price
- publication date
- Information about the author
- Copies of relevant reviews (preferred review sources include Booklist, Library Journal, School Library Journal, Publishers Weekly, Kirkus)
- Ordering availability. CCPL prefers to acquire material through established library vendors. It is not the library's standard practice to order print material from Amazon.com or other online non-library vendors.

Some factors that our selectors consider:

Has the book been carefully and thoroughly copyedited? Has the book been bound and covered in such a way that it will hold up to multiple circulations? Has the text been appropriately formatted for easy readability? Is the book self-published? Does it have an ISBN? For non-fiction titles, are author's professional and/or educational credentials that verify them as an authority on the topic clearly stated? Are non-fiction titles indexed? Are proper citations included for any works referenced, and are all photos and/or illustrations used with permission? Has the book been professionally reviewed? For children's picture books--is the artwork of a quality consistent with traditionally published books? Will the book be of interest to the Library's patrons?

Special consideration may be given to local authors, and titles set in or about Carteret County and/or surrounding areas of North Carolina.

- IV. Consent Agenda
 - 4. Adoption of Library Policies
 - b. Circulation and Access Policy



Carteret County Public Library System Circulation and Access Policy

I. Purpose

The purpose of the Circulation and Access Policy is to establish regulations regarding the use and availability of library materials, to provide clear guidelines for the charging of fees for damaged and/or unreturned library materials, and other circulation-related issues. Carteret County Public Library provides free and equal access to library materials and services and is guided by the principles and tenets of public library service as set forth by the American Library Association and the State Library of North Carolina.

The library supports the individual's right to have access to ideas and information representing all points of view as stated by the American Library Association's statements regarding the following: Library Bill of Rights, Freedom to Read, Freedom to View, and Access to Electronic Information, Services and Networks.

II. Library Cards: Eligibility & Registration

To be eligible for a Carteret County Public Library card you must be a resident or taxpayer of, or work in, or attend school in Carteret County, North Carolina. Carteret County Public Library provides reciprocity for residents of the surrounding counties (Onslow, Jones, Craven, and Pamlico).

The Carteret County Public Library System is an NC Cardinal Consortium member. The Carteret County Public Library System honors all NC Cardinal card holders in accordance with the agreed policies of the member libraries.

Any parent or legal guardian may obtain a library card for a minor.

The first card is issued free. If you lose your card, you are responsible for contacting the library immediately. Replacement cards are \$1.00. A patron may have no more than one active card at any time. If a patron is found to have more than one card, the most recent card issued will be valid and all other cards will be declared invalid. Damaged cards should be returned to the library for replacement. There is no charge for replacement of a damaged card.

A Carteret County Public Library card or valid photo ID must be presented at any library in the county to check out materials. A valid government issued photo ID may be used at any time if the patron's library card is not present.



Eligibility for a Carteret County Library card can be established with the following:

- a current/valid government-issued photo ID
- State photo ID Card or Photo Voter Registration Card
- Driver's License
- Permanent Resident Card ("Green Card")
- Student ID from an accredited public or private university, college, community college or trade school
- U.S. Passport or U.S. Passport Card
- U.S. Military ID Card

If your address differs or isn't displayed on your ID, another document showing your name and a current county address must accompany your ID. Accepted documents include but are not limited to: recently received mail, an executed lease or deed, a letter from your Carteret County employer, or a utility bill.

It is the mission of the library to provide service and access. Staff and administration will work with individuals to establish eligibility and verification.

Individuals outside of Carteret or a surrounding county may apply for a card for a \$25 fee.

A. Shared Use

Patrons are discouraged from allowing other individuals to use their library card. If someone besides the card holder uses the library card, the card owner bears full responsibility for all items or fees charged to their card, unless the card has been reported lost or stolen.

B. Fee Policy Statement

Fines represent significant barriers to access to using the library, especially for children and teenagers. Carteret County Public Library System does not charge fines for materials kept out beyond the due date. The library does charge fees for items considered lost. An item is considered lost if it isn't returned to the library within 30 days of its due date.

In order to prevent the abuse of library privileges the Carteret County Public Library System has the following fee structure

- Adult borrowers, 18 years of age and older, shall be assessed lost and damaged fees on all material types including children's materials and books that are overdue thirty (30) days or more, as follows:
 - (a) Hardcover Books \$ 35.00
 - (b) Paperback Books, CDs, DVDs \$ 25.00
 - (c) Audiobooks \$40.00
 - (d) Magazines \$ 8.00

Adult borrowers, 18 years of age and older, who incur outstanding fees totaling fifty dollars (\$50.00) or more on their library account will be blocked from checking-out or renewing books and other library



materials, until the account is in good standing. They will also be submitted to the NC Debt Setoff Program.

As an NC Cardinal Consortium member, patrons maybe assessed additional fees on materials borrowed from a NC Cardinal Library.

The Library Director or designee can at their discretion forgive fees for library materials. This option can be utilized when the borrower provides reasons such as: hospitalization, death in family, incarceration, fire, flood, or other catastrophic personal hardship.

The Library Director or designee is authorized to cancel fees when the borrower claims that the library material was returned and it is found in the library or the library was closed due to an emergency.

C. Blocks on Use of Card

“Block on Use of Card” means that a patron may not check out any items from the library until the block is resolved. A library card is blocked from use under these circumstances:

Expired Card - Cards are valid for a period of three years. The purpose of expiring cards is to maintain updated patron contact information. Cards may be renewed if all charges for lost items have been paid and the card has an outstanding balance below \$50. Cards that have expired may not be used until they are renewed.

Unpaid Balance - A card is blocked if a patron has unpaid fines and fees equaling or exceeding \$50. Cards blocked for exceeding the fee limit must have these fines paid and the balance below \$50 before the block is removed.

Lost Items - A card is blocked if a patron has more than 10 lost items charged to their card.

Banned User - The patron has been banned from the library for violating library policies.

III. Circulation Policies:

Patrons may have up to 50 items total checked out on their card at any time. Patrons may check out up to five (5) DVDs per card.

Check out times:

Books, audiobooks, magazines and CD's- Three (3) Weeks

DVDs- One (1) Week

Non-traditional items-TBD

Items may be renewed online, over the phone, or on site, up to three times, providing that the item in question is not on hold for another patron. Items that qualify may be subject to automatic renewal.

The Carteret County Public Library places holds on all circulating items for patrons in good standing. Only 25 items can be placed on hold at any time.

- IV. Consent Agenda
 - 4. Adoption of Library Policies
 - c. Internet & Wi-Fi Access Policy



Carteret County Public Library System Internet & Wi-Fi Access Policy

Library card holders have access to our public access computers. If you cannot acquire a Carteret County Library card, you may obtain a guest pass.

By providing wireless network (Wi-Fi) access to the Internet, the Carteret County Public Library System expands its ability to provide information resources to the public. Free public wireless Internet access is provided at all library locations for use with the Library's computers configured for wireless access and for use by library customers using their personal computing equipment.

Users under 12 may use the computers designated for children in the children's areas of the libraries.

Computers are limited to one-hour time slots with a three-hour maximum per day. Computer time may be extended at the discretion of library staff.

The Internet and the other electronic resources available in the Carteret County Public Library enable the Library to provide information beyond its collection. They allow access to ideas, information and commentary from multiple and global sources. By its very nature, the Internet is an unregulated medium. As such, while it offers access to a wealth of material that is personally, professionally and culturally enriching to individuals of all ages, it also enables access to some material that may be offensive, controversial in nature, illegal, or not accurate, complete or current. In addition, the Library cannot control sources of information on the Internet, which often change rapidly and unpredictably.

Access to the computers in the Carteret County Public Library will be provided readily and equitably to users regardless of race, sex, or socioeconomic status. The Library encourages access to information but cannot protect users from offensive materials.

The Carteret County Public Library System complies with North Carolina state law, § 125-18 and § 125-19 in regards to the privacy of user information and data.

Internet Filtering

The Carteret County Public Library System complies with the Children's Internet Protection Act. CIPA requires that public libraries receiving certain federal funds use Internet filters on public computers to block materials deemed to be visually obscene, child pornography, or harmful to minors. Internet filtering software cannot block out all objectionable sites, caretakers of minor children must assume responsibility for their children's use of the Internet and other computer resources. The Library will not be held responsible for the access of any materials deemed inappropriate by anyone using the Internet. Use of Library computers will be monitored in accordance with the library's Patron Behavior Guidelines.

The Library will take necessary actions to comply with local, state and federal statutes.

Library computer users must agree to abide by our Acceptable Use Agreement to use resources in the computer areas.



Acceptable Use Agreement

These procedures may be modified by Library staff as necessary.

Computer Resources & the User

The Carteret County Public Library System provides limited access to the Internet as a service to patrons. The Internet is a resource that enables Library patrons to connect to information beyond that contained in the Library's collection. The Library is not a commercial Internet service provider. It is the Library's policy to provide Internet access to the public within the limits of available space, equipment, time, personnel, and other resources. The Library cannot guarantee access to the Internet at any given time. As with any other information the user chooses to access, Library staff will respect the patron's confidentiality. However, since computer screens are visible to others, they cannot be considered private. Some material is inappropriate for display in a public setting. Library staff reserves the right to monitor the use of computer workstations to ensure compliance with this agreement. The Library will not sell, rent, or otherwise distribute or disclose a patron's e-mail address, postal address, phone number, websites visited, computer time used, borrower records or other personal information, individually or in aggregate, unless required to do so by court order.

It is the user's responsibility to become familiar with computer resources through manuals, tutorials or Library-offered training sessions. Library staff will provide help on basic computer use as time permits, but will not provide extensive personal instruction.

Because the Internet includes some information which parents and guardians may deem to be unsuitable for their children, parents and guardians must provide the necessary guidance and oversight of their children. The Library System and its staff cannot act in the place of a parent or guardian.

Users are responsible for payment of printing fees incurred.

Acceptable Use Guidelines

- No more than two people may use a computer at the same time.
- Users are responsible for payment of printing fees incurred.
- Only Library staff may reboot or restart the Library's Internet computers.
- No software may be downloaded, installed or executed on Library computers except by Library staff or their explicitly authorized agent. A personal storage device, CD or flash drive may be used at the computers; however, not all such devices are compatible with our equipment. The Library is not responsible for material lost or damage to personal files, discs, or equipment while you are using public access computers.
- Users may not make any attempt to damage, alter, monitor, and/or bypass the Library's computer equipment, software, or data, and/or the equipment, software, or data of others. In addition, users may not instruct or demonstrate to another user how to bypass web-filtering technology or other software control mechanisms.
- Users may not send or display obscene or threatening messages, files or images.



- Users may not harass, libel or slander other users, in person or online.
- Library computers may not be used to violate US Copyright Law (Title 17, US Code) which prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use."

Violations of the Library's Acceptable Use Agreement will be managed in a manner consistent with the Library's Patron Behavior Policy. Unauthorized use of the computer may result in revocation of computer use privileges or Library use privileges.

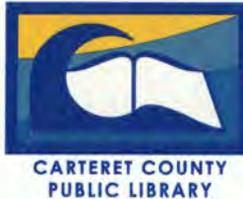
Any Library User found using the computers for illegal or criminal purposes could face immediate loss of Library privileges and may face criminal prosecution.

It is the responsibility of all public service staff and facility supervisors to understand this policy fully so as to ensure fair and equitable application. It is the responsibility of the Library Director with the advice of the County Manager, to interpret, monitor and recommend updates to the policy.

The Library Director is the final authority with regards to enforcing this policy.

Approved by the Carteret County Board of Commissioners on XX/XX/XXXX

- IV. Consent Agenda
 - 4. Adoption of Library Policies
 - d. Collection Development Policy



Carteret County Public Library Collection Development Policy

It is the policy of the Carteret County Public Library to maintain an up-to-date collection of standard works in all fields of knowledge and a selection of items in current demand. Due to limited resources the library cannot purchase everything that might be desirable; however, the library strives to allocate resources in a way that is responsive and fiducially sound.

Patrons are also encouraged to use the statewide NC Cardinal consortium for specialized materials not available in the local collection.

The library purchases materials to meet the recreational, educational, and informational needs of the community in whatever format is most appropriate, whether in print or digital format. Efforts are made to provide materials and information that is accurate and authoritative on both current and historical issues.

Reviews in professionally recognized periodicals, standard bibliographies, publisher catalogs, booklists by recognized authorities, and the advice of subject area experts will be used in selecting materials for purchase. The Carteret County Public Library seeks to serve all the citizens of Carteret County and reflect its diverse interests through library materials. The library will not attempt to furnish course textbooks. While some materials related to academic are of use to the wider community, the provision of curriculum related materials is the major responsibility of the school and college libraries. Requests from patrons for specific titles or in subject areas are welcome and will be considered for purchase, within the library's resources.

The library keeps its collection vital and useful by retaining or replacing essential material, and removing on a systematic and continuous basis those works which are worn, outdated, no longer accepted as fact, of little historical significance, or no longer in demand. Ultimate responsibility for the selection of materials lies with the Library Director.

In exercising this responsibility, the Library Director has been instructed by the County Manager and the Board of Commissioners to follow the policies and guidelines expressed in the Library Bill of Rights and the Freedom to Read Statement issued by the American Library Association.

All library staff are involved in the selection process, giving suggestions and pointing out weaknesses in the collection as they become aware of needs. Most selection of materials for the Carteret County Public Library system is done by the Library's management staff but the selection of some materials may be delegated to other staff members as is necessary and appropriate.

The library recognizes that some materials are controversial and that any given item may offend some patrons. Processing and shelving of materials shall in no way reflect a value judgment of the materials in the library's collection. No item will be sequestered. All materials will be shelved in their proper order on open shelves, freely and easily accessible to the public.



A person's right to use the library will not be denied or abridged because of origin, age, background, or views. The library assures free access to its holdings for all patrons who are free to select or reject for themselves any item in the collection. Individual or group prejudice about a particular item or type of material in the collection may not preclude its use by others.

Children are not limited to the juvenile collection, although juvenile collections are kept together to facilitate use. Responsibility for the reading of children must rest with the parent or guardian not with the library. Selection of any materials will not be inhibited by the possibility that books may inadvertently come into the possession of children.

Collection Maintenance

A Library's collection is constantly changing to keep up with the needs of the community it serves. Staff are involved in this process in a number of ways on a daily basis. Guidelines help to lay out parameters and the process for removing materials from the collection. The Library's collection is maintained through constant evaluation by library staff to ensure its usefulness and relevance to the community. This evaluation relies on the staff's professional expertise to assess the content of the collection and the everchanging needs of the community. Library materials may be removed from a location or the overall collection for any of the following reasons:

- obsolescence: the material is no longer timely, accurate, or relevant
- damage or poor condition
- space limitations
- number of copies in the collection
- insufficient use or lack of customer demand
- availability at other library locations or in other formats

Request for reconsideration of material

When a patron objects to the presence or absence of any library material the complaint will be referred to the Library Director or appropriate management staff who will discuss the matter with the complainant. If not satisfied, the complainant may fill out a "Request for Reconsideration of Library materials" form. The Library Director will examine the item in question if it is a request for withdrawal, the Library Director will determine whether it conforms to the standards of the materials selection policy. If it is a request for addition of an item that has been rejected by the library, the Library Director will reconsider its addition. The Library Director will decide and will provide written explanation of the decision to the complainant. If dissatisfied with the Director's decision, the complainant may appeal to the Library Board of Trustees and present a complaint at a regular meeting of the Board. Materials subject to complaint shall not be removed from use pending final action. The Library Board of Trustees is the final Board of appeal in reference to library materials.

- IV. Consent Agenda
 - 4. Adoption of Library Policies
 - e. Citizen Request for Reconsideration of Library Material



Citizen Request for Reconsideration of Library Material

All questions MUST be answered. Additional pages may be attached to this request as needed.

ITEM FORMAT:

ITEM TITLE:

AUTHOR:

Your Name:

Address:

City:

State:

Zip Code:

Phone:

Email:

Did you read/view the entire work?

If not, what portion did you read?

To what in the work do you object? Please cite specific examples, with page numbers if possible.

What do you find of value in this work?

Are you familiar with any critical reviews of this work?



CARTERET COUNTY
PUBLIC LIBRARY

What do you believe to be the theme or purpose of this work?

What action do you suggest the library take regarding this work?

Can you recommend material of equal quality that would convey a similar picture and perspective on the same subject to replace this work?

Signature of Citizen:

Date:

IV. Consent Agenda

5. Approval of Resolution in Memory of Commissioner Marvin Jonathan Robinson

WILL BE AVAILABLE AT THE MEETING

IV. Consent Agenda

6. Approval to Purchase a Lease Accounting Subscription with LeaseQuery & Approval for Chairman to Execute Supporting Documents

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: Lease Accounting Software Subscription

For your consideration, is a request to purchase a lease accounting subscription with LeaseQuery, LLC for implementing, training, and complying with GASB issued Statement No. 87, Lease Accounting, with fiscal year 2021 as the effective date. GASB 87 is a complex statement, and one that lends itself to accounting errors. This purpose built lease accounting software mitigates many potential errors. The software is compliant with FASB and GASB requirements. The software provides all the accounting required entries, audit trails, tables, and note disclosures for the independent annual audit and financial statements. The cost for the current year that includes installation, training, and annual subscription fee is \$23,400. For subsequent years, the annual subscription fee is \$8,400. Approval of the lease accounting software subscription is recommended.



BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SALES ORDER

Date	6/23/20
Sales Order #	9276
Expiration Date	7/23/20

LeaseQuery, LLC

3 Ravinia Drive NE
 Suite P7
 Atlanta, GA 30346
 (800) 880-7270
LeaseQuery.com

Client

Carteret County North Carolina
 302 Court House Square
 Beaufort, NC 28516 USA
 Attention: Dee Meshaw
 252-7288410
 deem@carteretcountync.gov

Key Subscription Terms

Subscription Purchased LeaseQuery Enterprise Edition
 Initial Term (commencing on the date last signed below)..... 3 years

Fees

Amount

Payable

Subscription fee for the Solution (up to 100 Records) (per year)	\$ 8,400	In advance for full applicable term
Additional per-Record subscription fee (per additional Record, monthly)	\$ 7	In advance for full remaining term
Organizational database structure setup and training fee (fixed fee)	\$ 10,000	Upon execution of this Sales Order
Bulk Record template configuration and upload fee (up to 500 Records; \$10 per Record thereafter)	Not Purchased	Upon execution of this Sales Order (bi-weekly in arrears in excess of 500 Records)
Lease analysis and Record entry fee (check one):		
<input checked="" type="checkbox"/> Option 1: Upfront implementation package of up to 25 Records during Implementation (and \$200 per Record thereafter)	\$ 5,000	Upon execution of this Sales Order (bi-weekly in arrears after Implementation)
<input type="checkbox"/> Option 2: As needed (per Record)	\$ 250	Bi-weekly in arrears

Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement at https://leasequery.com/subscription_terms_and_conditions.pdf, unless the parties have executed a separate contract (including a subscription agreement and, if applicable, a Statement of Work) containing terms and conditions that govern this Sales Order (in either case, the "Terms"). PLEASE READ THE TERMS CAREFULLY. THEY PROVIDE FOR, AMONG OTHER THINGS, A LIMITATION ON LEASEQUERY'S LIABILITY, WARRANTIES DISCLAIMERS, INDEMNIFICATION AND MANDATORY ARBITRATION. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms.

Signatures

Agreed to by Carteret County North Carolina ("Client"):

Agreed to by LeaseQuery, LLC ("LeaseQuery"):

By: _____
 Name:
 Date:

By: _____
 Name: Chris Ramsey, Chief Revenue Officer
 Date:

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT, by and between LeaseQuery, LLC, a Delaware limited liability company (“LeaseQuery”), and [•] (“Client”), is effective as of the date last signed below (the “Effective Date”). In consideration for the mutual covenants and agreements contained in this Agreement (as defined below), the parties agree as follows:

1. DEFINITIONS.

1.1 “Accounting Standards” means FASB ASC Topic 840, FASB ASC Topic 842, and either (as elected by Client during implementation) (i) IFRS 16 or (ii) GASB No. 13 and GASB No. 87.

1.2 “Aggregated Data” means anonymized or aggregated data derived from the operation of the Solution, including, without limitation, aggregated information about leases or Records, reports generated by the Solution and performance results for the Solution and any derivative works of any of the foregoing.

1.3 “Agreement” means this Subscription Agreement, including any schedules, addenda and exhibits hereto.

1.4 “Business Day” means any day on which the New York Stock Exchange is open for unrestricted trading.

1.5 “Certified Service Partner” means any third party that is a member of LeaseQuery’s certified service partner program, which requires, as a condition to such membership, that the participating organization, among other things, successfully complete LeaseQuery’s Certified Service Partner training program and enter into a certified service partner agreement with LeaseQuery.

1.6 “Client” has the meaning set forth in the preamble.

1.7 “Client Data” means Client’s lease data entered into the Solution, including, without limitation, the type and location of leased assets, rent schedules, critical lease dates and certain other lease terms and conditions.

1.8 “Client Feedback” means suggestions, enhancement requests, recommendations or other feedback provided by Client or its personnel relating to the operation or functionality of the Solution or the content of the Documentation.

1.9 “Confidential Information” means (i) information that is marked by the disclosing party as “confidential,” (ii) whether or not marked as “confidential,” information of a party of a special and unique nature and value relating to such matters as trade secrets, know-how, systems, programs, developments, designs, procedures, manuals, products, financial statements or forecasts, confidential reports and communications, in each case whether such information is shared prior to or during the term of the Sales Order, and (iii) with respect to LeaseQuery’s Confidential Information, the terms and conditions of this Agreement, any Sales Order, or any drafts thereof, including without limitation all terms relating to pricing. “Confidential Information” shall not include Aggregated Data.

1.10 “Dispute” means any controversy or claim between the parties arising out of or relating to this Agreement, any Sales Order, or the breach, termination, enforcement, interpretation or validity thereof, or any services provided under this Agreement or such Sales Order, whether in contract, tort or otherwise.

1.11 “Documentation” means the user instructions and specifications for the Solution described in the Solution, as may be updated by LeaseQuery from time to time.

1.12 “Effective Date” has the meaning set forth in the preamble.

1.13 “FASB ASC Topic 840” means Accounting Standards Codification® Topic 840, *Leases*, as promulgated by the Financial Accounting Standards Board.

1.14 “FASB ASC Topic 842” means Accounting Standards Codification® Topic 842, *Leases*, as promulgated by the Financial Accounting Standards Board (or any successor standard), as may be modified by the Financial Accounting Standards Board from time to time.

1.15 “Force Majeure Event” means any event that is reasonably beyond the control of either party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the Effective Date, fire, communication line failures, power failures, earthquakes, or other disasters.

1.16 “GASB No. 13” means Statement No. 13 of the Governmental Accounting Standards Board®, *Accounting for Operating Leases with Scheduled Rent Increases*.

1.17 “GASB No. 87” means, commencing with Client’s fiscal year-end financial statements for fiscal years beginning after December 15, 2019, Statement No. 87 of the Governmental Accounting Standards Board®, *Leases*, as may be modified by the Governmental Accounting Standards Board® from time to time.

1.18 “IFRS 16” means International Financial Reporting Standards (IFRS) 16, *Leases*, as promulgated by the International Accounting Standards Board (or any successor standard), as may be modified by the International Accounting Standards Board from time to time.

1.19 “Implementation” means the period during the first 60 days after the Effective Date.

1.20 “In-Scope CSP Services” means only the following types of services, as they relate to Client’s use of the Solution: (i) Populating, for or on behalf of Client, the bulk upload template described in Section 2.3(b) of this Agreement with all necessary lease data in order to enable LeaseQuery to perform a bulk upload of Client’s lease data to the Solution, (ii) manually analyzing, on behalf of Client, Client’s leases and any amendments thereto and entering any related Records into the Solution, and (iii) uploading the lease agreements (as source documents) and attaching each such agreement to the associated Record in the Solution.

1.21 “Initial Term” means the initial term of the applicable Sales Order, as set forth in such Sales Order; provided, however, that if such Sales Order does not contain an Initial Term, the Initial Term shall be one year, commencing on the date such Sales Order is last signed by the parties.

1.22 “Intellectual Property Rights” means any and all common law, statutory and other intellectual property rights, including, without limitation, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.23 “LeaseQuery” has the meaning set forth in the preamble.

1.24 “NDA” means any confidentiality or nondisclosure agreement (or other agreement with a similar purpose) entered into by the parties hereto or their respective affiliates in consideration of potentially entering into the business relationship governed by this Agreement.

1.25 “Outstanding Sales Order” has the meaning set forth in Section 6.1 of this Agreement.

1.26 “Preexisting Materials” means all items of property (including, without limitation, equipment and Intellectual Property Rights) that such party owned prior to the provision of the Professional Services.

1.27 “Professional Services” means any professional or consulting services provided by LeaseQuery to Client, including, without limitation, services related to lease review, lease analysis, lease entry, lease entry error review, reconciliation, initial Client setup services, onsite or web-based training of Client personnel, conversion of lease documents to searchable files, lease accounting consulting services, market analysis for lease terms, and other professional and consulting services.

1.28 “Record” means any individual record with a unique identifier that is entered into and stored in the Solution. A single leased asset may be comprised of multiple Records (such as for land and improvements), and a single contract may provide for multiple leased assets.

1.29 “Renewal Term” has the meaning set forth in Section 6.1 of this Agreement.

1.30 “Sales Order” shall mean any sales order or statement of work (as may be amended by a change order, amendment or otherwise, from time to time) that (i) describes the services to be provided by LeaseQuery and the fees related thereto, (ii) specifically incorporates by reference the terms and conditions of this Agreement, and (iii) is signed by both parties.

1.31 “Sensitive Personal Information” means an individual’s (i) government-issued identification number, including without limitation a Social Security number, driver’s license number, or state-issued identification number, (ii) financial account number, credit reporting information, or credit, debit or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual’s financial account, or (iii) biometric, genetic, health or health insurance data.

1.32 “Solution” means the specific software-as-a-service application to which Client subscribes pursuant to the applicable Sales Order.

1.33 “Taxes” means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, without limitation, value-added, excise, sales, use or withholding taxes.

1.34 “Third-Party Links” means any links contained in the Solution to, or integrations, connections or interactions (whether through an application program interface (API) or otherwise with, software or websites of third parties.

1.35 “Update” means a modification to the Solution or workaround to fix bugs, correct errors, maintain material compliance with the Accounting Standards or improve the performance or efficiency of the Solution.

1.36 “Upgrade” means a new version or release of the Solution that adds new features, functional capabilities or other improvements to the Solution, other than Updates.

2. SCOPE OF THE SERVICES.

2.1 Provision of Access to the Solution. During the term of the applicable Sales Order pursuant to which Client subscribes for access to the Solution, LeaseQuery shall enable Client to access the Solution via a website hosted by LeaseQuery or its third-party designee in accordance with and subject to the terms and conditions of the applicable Sales Order and this Agreement. LeaseQuery will make commercially reasonable efforts to maintain availability of the Solution in accordance with the SLAs set forth in Exhibit A hereto, but Client acknowledges and agrees that LeaseQuery shall not be responsible for any downtime of the Solution other than as set forth in Exhibit A.

2.2 Updates. LeaseQuery will make commercially reasonable efforts to release Updates to the Solution as necessary to ensure that throughout the term of the applicable Sales Order, the Solution operates in material compliance with the Accounting Standards, provided that Client has paid all fees that are due under this Agreement and such Sales Order. Client acknowledges that LeaseQuery is not required or obligated to provide any Updates or any Upgrades to the Solution other than those which are necessary for the Solution to continue to operate in material compliance with the Accounting Standards. Any Updates or Upgrades that are not necessary for the Solution to continue to operate in material compliance with the Accounting Standards may be offered separately with different pricing. Client agrees that its purchase of the subscription and any Professional Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by LeaseQuery regarding future functionality or features.

2.3 Professional Services. All Professional Services will be provided remotely. LeaseQuery may subcontract the performance of the Professional Services or any part thereof. LeaseQuery will be responsible for the quality of any Professional Services by such subcontractors to the extent LeaseQuery would be responsible to Client under this Agreement had LeaseQuery provided such Professional Services. Unless otherwise set forth in an applicable Sales Order, each deliverable shall be deemed delivered and accepted upon its delivery. LeaseQuery shall provide the following Professional Services in accordance with the terms of this Agreement (including, without limitation, Section 5.3 of this Agreement) and the applicable Sales Order:

- (a) Organizational Database Structure Setup and Training. LeaseQuery will coordinate with Client to structure Client’s database in the Solution in a manner that is consistent with Client’s unique organizational structure as it relates to consolidated financial reporting. In order to complete this implementation step and any of the steps in the following subparagraphs, during Implementation, Client shall (i) designate a point person at Client’s corporate office (such as a controller) to serve as project manager for Client, (ii) provide LeaseQuery with, as applicable, an accurate, complete and detailed explanation of Client’s cost centers, profit centers, business units, divisions, regions and locations, (iii) within no more than 30 days after LeaseQuery’s request, provide LeaseQuery with Client’s accurate and complete organizational structure chart showing which leases roll-up into which entities, and if and how those entities roll-up into a parent entity for financial reporting purposes, and (iv) provide any other information requested by LeaseQuery in order to complete this implementation step. In addition, LeaseQuery personnel will be available during Implementation to conduct a remote training session (not to exceed four hours) to educate Client’s authorized users on the Solution. In the event Client requests any additional training, LeaseQuery may provide such training at its then-current applicable hourly rates pursuant to subparagraph (d) of this section.
- (b) Bulk Record Template Configuration and Upload. Solely to the extent included in the Sales Order, LeaseQuery will review with Client a standard template for the bulk upload of Records. During Implementation, Client will populate the template with all necessary lease data and provide LeaseQuery with the properly populated template in Microsoft Excel, which LeaseQuery will use to perform a bulk upload of such Records into the Solution; provided, however, that any time devoted by LeaseQuery to correcting errors in the Client-populated template in excess of eight (8) hours shall not be included in the fee for this service and will be invoiced separately at LeaseQuery’s then-current standard hourly rates. Client acknowledges that it may be necessary or more efficient to manually enter leases with complex or nonstandard terms (such as real estate leases with escalation clauses, for example). For the avoidance of doubt, this implementation service is limited to the bulk upload of lease data in order to create Records in the Solution, and it

does not include the upload of any source documents, such as lease agreements, which may be uploaded by Client or, at Client's request, by LeaseQuery pursuant to the following subparagraph.

- (c) Lease Analysis and Record Entry. Solely to the extent set forth in the Sales Order, LeaseQuery will analyze Client's leases provided by Client in the format requested by LeaseQuery and enter any related Records into the Solution. If requested by Client, LeaseQuery will also upload the lease agreements (as source documents) and attach each such agreement to the Record to which it relates. If, pursuant to the Sales Order, Client purchases an initial implementation package for lease analysis and Record entry services covering up to a certain number of Records (typically referred to as "Option 1" in the Sales Order), during Implementation Client will provide LeaseQuery with all information (in the format requested by LeaseQuery) necessary to analyze such leases, enter the Records and perform any other Professional Services related thereto.
- (d) Other Professional Services. As part of the implementation of the Solution and/or on an ongoing basis, LeaseQuery may provide additional Professional Services in the form, type and manner mutually agreed by the parties, subject to the terms of this Agreement and any applicable Sales Order.

2.4 Limitations of Services. Client acknowledges that LeaseQuery is not a registered public accounting firm, and some or all of the Professional Services may be performed by individuals who are not certified public accountants. LeaseQuery's performance of services, including the provision of access to the Solution and the performance of any Professional Services, does not constitute an audit in accordance with generally accepted auditing standards, an examination of or any other form of assurance with respect to internal controls, or other attestation, review or compilation services in accordance with standards or rules established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or any other regulatory body. LeaseQuery will not express, and will not be deemed to have expressed, an opinion or any other form of assurance with respect to any matters as a result of the performance of any such services, including with respect to Client's financial statements or Client's operating or internal controls. LeaseQuery will not perform, and will not be deemed to have performed, any evaluation of Client's internal controls and procedures for financial reporting upon which Client's management can base its assertions in connection with the Sarbanes-Oxley Act of 2002, as amended, or any related rules or regulations. LeaseQuery will not make any representations or warranties and will not provide any assurances that Client's disclosure controls and procedures are compliant with the certification requirements of, or that Client's internal controls and procedures for financial reporting are effective as required by, any applicable law. Neither the Solution nor any Professional Services may be relied upon to identify errors or fraud should they exist. Client acknowledges and agrees that LeaseQuery is not, and will not agree to be named as, an expert under the Securities Act of 1933, as amended, or any other state or federal securities laws.

3. CLIENT DUTIES AND RESPONSIBILITIES.

3.1 Use of Output and Professional Services. Client's access to the Solution and Client's use of any outputs therefrom, all Professional Services and all other deliverables by LeaseQuery, shall be solely for Client's benefit and are not intended to be relied upon, and shall not be relied upon, by any other party. Client shall not disclose the outputs, Professional Services or other deliverables, or refer to the Solution, outputs therefrom, Professional Services or other deliverables, in any communication to any third party other than (i) Client's independent auditors solely in connection with their audit of Client's financial statements, or (ii) Certified Service Partners solely for the purpose of providing In-Scope CSP Services for Client and provided such Certified Service Partners comply with the restrictions set forth in this sentence. In the event Client creates its own materials based on the content of the outputs, Professional Services or other deliverables for disclosure to a third party, Client shall not in any way, expressly or by implication, attribute such materials to LeaseQuery or identify LeaseQuery as the source of the content reflected in such Client-created materials.

3.2 Restrictions on Use of the Solution. Client shall not (i) use the Solution in any way that violates the terms of this Agreement, the Documentation, any applicable Sales Order or applicable law; (ii) modify, copy or create any derivative works based on, or reverse engineer or decompile, the Solution, Documentation or any portion thereof; (iii) attempt to license, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise share Client's access to the Solution with any third party, except that such access may be shared as permitted under this Agreement with Client's employees (provided that separate login credentials are created for and used by each authorized user) and, solely for the purpose of providing In-Scope CSP Services for Client, a Certified Service Partner; (iv) use Client's access to the Solution or Documentation for any benchmarking or competitive purpose or to build or design any commercially available product or service; (v) interfere with or disrupt performance of the Solution or the data contained therein; (vi) attempt to gain access to the Solution or LeaseQuery's related systems or networks in a manner not set forth in this Agreement; (vii) use Client's access to the Solution to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including, without limitation, material that violates privacy, confidentiality, Intellectual Property Rights or other rights of third parties; or (viii) share any Sensitive Personal Information with LeaseQuery or enter, or cause or request to be entered, any such information into the Solution; or (ix) access the Solution for the benefit of, or for any purpose if Client is, a competitor of LeaseQuery. Client shall be liable for the acts and omissions of all Client-authorized users relating to this Agreement or any Sales Order. LeaseQuery may alter, suspend or discontinue all or a portion of Client's access to the Solution if LeaseQuery reasonably suspects that (a) Client's access to the Solution may be causing harm to LeaseQuery or other users, or (b) such suspension is necessary to comply with law or a

request from a law enforcement agency or to prevent, remediate or mitigate an actual or potential security incident. LeaseQuery will use commercially reasonable efforts to resolve the issues causing the suspension of Solution. Client agrees that no information obtained through the Solution or the Professional Services will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Client must comply with the list as it exists in fact. Client certifies that neither it nor any of its users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Client shall reimburse LeaseQuery for all costs incurred in enforcing the use restrictions in this Section, including, without limitation, attorneys' fees, legal costs, and court or arbitration costs.

3.3 Responsibility for Client Data. Client is exclusively responsible for its financial statements and the accuracy, quality and legality of all Client Data, including, without limitation, obtaining all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data in accordance with this Agreement. LeaseQuery shall not be responsible for (i) any Client Data entered into the Solution by Client, or (ii) any judgments made (whether by Client or LeaseQuery) with respect to any inaccuracies, ambiguities or inconsistencies in any lease agreement containing Client Data. Client is responsible for the use of the output which it obtains from the Solution. Client acknowledges that the Solution shall not serve as Client's sole repository for its lease documentation. Although copies of Client's lease documentation may be stored in the Solution, Client shall retain the original documentation or copies thereof.

3.4 Responsibility for Users and Authentication Credentials. Client shall (i) be responsible for safeguarding its user names and passwords, (ii) be responsible for the identification and authentication of its users and any access, whether or not authorized by Client, to the Solution that results from the actions or omissions of Client or any of its personnel, and (iii) notify LeaseQuery promptly of any unauthorized access or use.

3.5 Cooperation with Provision of Professional Services. Client shall cooperate reasonably and in good faith with LeaseQuery in the execution of the Professional Services by, without limitation, (i) attending and actively participating in scheduled meetings; (ii) promptly providing complete, accurate and timely information, data and responses as requested by LeaseQuery; and (iii) promptly completing any other tasks or approvals that are reasonably necessary to enable LeaseQuery to efficiently complete the Professional Services.

3.6 Certified Service Partners. In the event that Client elects to engage any Certified Service Partner to provide any In-Scope CSP Services, Client (i) acknowledges and agrees that any services provided by any Certified Service Partner shall be provided directly to Client, solely for the benefit of and reliance by Client, and subject to any terms or conditions that may be entered into directly between Client and such Certified Service Partner; (ii) acknowledges and agrees that no such Certified Service Partner shall be deemed a subcontractor, agent or client of LeaseQuery, and LeaseQuery shall have no responsibility for, and shall have no obligation to review, any services provided by any Certified Service Partner; and (iii) hereby releases LeaseQuery from any claims arising out of or relating to any services provided by any Certified Service Partner for Client.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership; Reservation of Rights. LeaseQuery owns and reserves all right, title and interest in and to the Solution, Documentation and other LeaseQuery Intellectual Property Rights. No rights are granted to Client under this Agreement or any Sales Order other than as expressly set forth in this Agreement. Under no circumstance will Client have the right to access the object code or source code for the Solution. By submitting Client Feedback, Client hereby assigns to LeaseQuery all right, title and interest in and to such Client Feedback to LeaseQuery. LeaseQuery shall have no obligation to accept or incorporate Client Feedback, and Client shall have no obligation to provide Client Feedback.

4.2 Client Data. Client agrees to allow LeaseQuery to collect Client Data and use Client Data for the purposes of providing the Solution and performing the Professional Services and to create Aggregated Data. As between Client and LeaseQuery, Client owns all Client Data, and LeaseQuery owns all Aggregated Data. Nothing in this Agreement shall be construed as prohibiting LeaseQuery from utilizing the Aggregated Data for purposes of LeaseQuery's business, provided that LeaseQuery's use of Aggregated Data will not reveal the identity, whether directly or indirectly by a reasonably foreseeable method, of Client, any individual or any specific data entered by Client (or by LeaseQuery on behalf of Client) into the Solution.

4.3 Professional Services; Preexisting Materials. In connection with the provision of Professional Services, each party shall be the sole and exclusive owner of all Intellectual Property Rights in and to its Preexisting Materials and any modifications, derivatives, or improvements it makes thereto. Except as expressly set forth herein, both parties understand and agree that no license, right, title or interest in any of the other party's Preexisting Materials or Intellectual Property Rights is granted under this Agreement and neither party will gain by virtue of this Agreement or any Sales Order any rights of ownership in any Intellectual Property Rights or Preexisting Materials owned by the other party. Neither party shall make, have made, sell, offer to sell, use, disclose, reproduce, distribute, perform,

display, modify, copy or create derivative works of any of the other party's Preexisting Materials or Intellectual Property Rights in any form or forum without the other party's prior written consent. Notwithstanding the foregoing, during the term of this Agreement, Client grants LeaseQuery a royalty-free, nonexclusive, nontransferable right to use Client's Preexisting Materials and Client's Intellectual Property Rights to the extent necessary for LeaseQuery to perform the Professional Services requested by Client.

4.4 Indemnification for Infringement. Subject to Section 8 of this Agreement, LeaseQuery shall indemnify, defend and hold Client harmless from and against any third-party claims or suits arising out of actual infringement by the Solution and the reports generated by the Solution of the third-party's Intellectual Property Rights, provided that (i) Client immediately notifies LeaseQuery in writing of the third-party claim, (ii) Client tenders to LeaseQuery complete control of the defense, and (iii) Client cooperates with LeaseQuery in its defense of the claim at LeaseQuery's expense. These obligations of LeaseQuery do not apply with respect to claims arising out of or related to Client Data or to portions or components of the Solution or reports generated by the Solution (A) that (in the case of reports generated by the Solution) are modified (other than by LeaseQuery) after delivery by LeaseQuery, (B) where Client continues the allegedly infringing activity after being notified thereof, or (C) where Client's use of the Solution or reports generated by the Solution is not in accordance with this Agreement and the applicable Sales Order. If LeaseQuery or Client is enjoined from providing access to, or using, the Solution or LeaseQuery reasonably believes that LeaseQuery or Client will be enjoined, LeaseQuery shall have the right, at its sole option, to obtain for Client the right to continue to access the Solution or to replace or modify the Solution so that it is no longer infringing. If neither of the foregoing options is commercially practicable to LeaseQuery, then Client's access to the Solution may be terminated at the option of LeaseQuery and LeaseQuery shall refund or offset against other amounts due to LeaseQuery any prepaid subscription fees prorated for the portion of the then-current term remaining after the effective date of the termination. The obligations set forth in this paragraph shall be LeaseQuery's sole and exclusive obligations, and Client's sole and exclusive remedy, for infringement.

5. FEES; CHARGES.

5.1 Invoices; Payment. Fees and expenses will be invoiced to Client in accordance with the terms and conditions of this Agreement, unless otherwise agreed by the parties and set forth in the applicable Sales Order. All fees and expenses due under this Agreement or any Sales Order shall be due and payable within thirty (30) days of the invoice date. Client shall provide LeaseQuery with complete and accurate billing and contact information, including a valid email address for receipt of invoices, and shall promptly update LeaseQuery with any changes to such information. Except as specifically set forth in this Agreement, all payment obligations are non-cancelable and all payments made are non-refundable. Any payment not received from Client by the due date will accrue interest from the date such payment is due until the date such payment is paid at the compounded monthly rate of the lesser of 2.0% of the outstanding balance or the maximum rate permissible under applicable law. Client shall reimburse LeaseQuery for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court or arbitration costs and collection agency fees.

5.2 Subscription Fees. LeaseQuery reserves the right to adjust the subscription fees in connection with any renewal of the Sales Order. Any such change may be evidenced solely by the invoice submitted by LeaseQuery for such upcoming Renewal Term; provided, however, that with respect to any increase in annual subscription fees by an amount that exceeds an annual, compounded rate of three percent (3%), calculated from the Effective Date through the effective date of the increased fees, LeaseQuery must first provide such invoice or other notice to Client at least 60 days before the end of the then-current term. Except to the extent the applicable Sales Order specifically provides that subscription fees are to be calculated on a per-Record basis, all subscription fees are based on access rights acquired and shall not be contingent on any actual access, the entry of any Records or the completion of any Client-requested software integration or software development. In the event that an applicable Sales Order provides that additional or supplemental fees shall be payable if a specified number of Records is exceeded (a "Record Threshold"), unless otherwise provided in such Sales Order, (i) the number of Records to be measured against the Record Threshold shall be calculated as the maximum number of Records maintained by the Solution at any time during the term of any Sales Order, and (ii) once such Record Threshold has been exceeded, such additional or supplemental fees may be invoiced, and shall be payable, in advance for the remainder of the then-current term and shall be calculated based on the number of full or partial months (without intramonth proration) from the date such Record Threshold is exceeded through the end of the then-current term.

5.3 Fees for Professional Services. Unless otherwise agreed upon by the parties, all Professional Services specifically described in a Sales Order shall be provided at the hourly or per-Record rate or fixed fee set forth in such Sales Order, provided that LeaseQuery reserves the right to change such hourly or per-Record rates upon 60 days' notice (which may be in the form of an invoice) in connection with a renewal of the Sales Order. Any fees for lease analysis and Record entry services set forth in the Sales Order (whether paid upfront based on a maximum number of Records or per-Record on an ongoing basis) include, for each Record, one original lease and one amendment. An additional \$50 fee will apply for each additional amendment (invoiced monthly in arrears). To the extent LeaseQuery does not receive during Implementation (and, with respect to Client's accurate and complete organizational structure as described in Section 2.3(a) of this Agreement, within no more than 30 days after LeaseQuery's request) information necessary to complete any of the implementation-related Professional Services described in Section 2 of this Agreement, LeaseQuery will reallocate its resources as needed to perform such Professional Services after Implementation at LeaseQuery's then-current standard hourly rates

or, in the case of lease analysis and Record entry services, at the per-Record rate set forth in the Sales Order for such services provided at an "as needed" basis (typically under "Option 2" in the Sales Order). Unless otherwise specified in an applicable Sales Order, all Professional Services shall be provided on a time and materials basis at LeaseQuery's then-current standard rates and invoiced in arrears no more frequently than on a monthly basis in increments not to exceed one hour.

5.4 Suspension of Services. Without limiting any of LeaseQuery's rights to suspend or discontinue access to the Solution pursuant to any other provision of this Agreement, LeaseQuery may, without liability to Client, alter, suspend, or discontinue all or a portion of Client's access to the Solution and/or the Professional Services at any time if LeaseQuery believes in good faith that Client has breached, or intends to breach, any of the terms of this Agreement or any Sales Order, including, without limitation, the failure to pay any invoiced fees or expenses in a timely manner.

5.5 Taxes. LeaseQuery's fees do not include any Taxes. Client is responsible for paying all Taxes related to this Agreement or any Sales Order, excluding LeaseQuery's income taxes. If LeaseQuery has a legal obligation to pay or collect Taxes for which Client is responsible under this section, regardless of when LeaseQuery is made aware of such legal obligation, the appropriate amount shall be invoiced to and promptly paid by Client (without reducing the amount of fees or expense reimbursements to which LeaseQuery is entitled under this Agreement and any Sales Order), unless Client provides LeaseQuery with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM AND TERMINATION.

6.1 Term. This Agreement shall be in effect for so long as any Sales Order signed by both parties has not expired or been terminated (each, an "Outstanding Sales Order"). This Agreement shall automatically terminate upon the expiration or termination of all Outstanding Sales Orders. Unless otherwise specified in the Sales Order, the term of each Sales Order shall commence on the date such Sales Order is last signed by the parties and shall continue for the Initial Term. Thereafter, the Sales Order shall automatically renew for an unlimited number of consecutive one-year terms (each, a "Renewal Term") unless (i) otherwise specified in a Sales Order or (ii) either party provides written notice of such party's determination not to renew the Sales Order at least 30 days and no more than 120 days prior to the expiration of the then-current term. In the event either party declines to renew any Sales Order in accordance with the preceding sentence for any or no reason, such party shall not have any liability to the other party merely as a result of such non-renewal, including without limitation any claim for detrimental reliance.

6.2 Termination by Either Party for Breach. Any Sales Order may be terminated by either party if the other party materially breaches the terms or conditions of this Agreement with respect to such Sales Order and the breaching party fails to cure such breach within 30 days of the date that written notice of the breach is given by the non-breaching party.

6.3 Termination for Conflict with Law. Any Sales Order may be immediately terminated by LeaseQuery with written notice to Client if LeaseQuery determines that the provision of services in exchange for the fees as set forth in this Agreement or in the applicable Sales Order may be in conflict with law or would subject LeaseQuery to industry-specific registration, certification, licensing or similar requirements.

6.4 Effect of Termination. Upon a termination of any Sales Order or this Agreement for any reason, Client shall promptly (but in no event within more than 30 days) pay LeaseQuery all amounts owed as of the effective date of the termination, including, without limitation, the subscription fees for the unexpired then-current term (to the extent not already paid). Client may export its Client Data at any point during the term of this Agreement, provided such access has not been suspended in accordance with the terms of this Agreement. In addition, LeaseQuery will retain the Client Data stored in the Solution for at least 90 days following the effective date of the termination of this Agreement. Upon LeaseQuery's receipt during such 90-day period of Client's written request, so long as all amounts due to LeaseQuery under this Agreement and all Sales Orders have been paid, LeaseQuery will make all such Client Data available to Client in a .csv or other mutually agreeable format. Following this 90-day period, Client may permanently lose its data.

7. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

7.1 Representations and Warranties. Each party represents, with respect to this Agreement and any applicable Sales Order, that (i) it has the requisite power, authority and capacity to enter into this Agreement or the Sales Order, and (ii) this Agreement and the Sales Order each constitute a legal, valid and binding obligation, enforceable against such party. Client represents and warrants that it (a) is not a competitor of LeaseQuery and (b) has obtained all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data for the purposes described herein. LeaseQuery warrants that (1) the Solution shall operate materially in accordance with the terms of this Agreement and the applicable Sales Order, provided that Client's sole and exclusive remedy for noncompliance with the SLAs set forth in Exhibit A are as set forth in Exhibit A; and (2) any Professional Services shall be performed in good faith.

7.2 Warranty Remedies. To receive remedies for LeaseQuery's breach of a warranty, Client must promptly report the breach of warranty in writing to LeaseQuery no later than thirty (30) days of the first date the deficiency is identified by Client. As Client's sole and exclusive remedy and LeaseQuery's sole liability for an act or omission constituting a breach of warranty, (i) LeaseQuery shall correct the deficiency at no additional charge to Client, or (ii) in the event it is not commercially practicable for LeaseQuery to correct such deficiencies after good-faith efforts, LeaseQuery shall refund to Client or offset against other amounts due to LeaseQuery any fees paid allocable to the defective portion of the service from the date LeaseQuery received such notice.

7.3 WARRANTY DISCLAIMER. Except for the limited warranties expressly provided in Section 7.1 of this Agreement and to the maximum extent permitted by applicable law, LeaseQuery makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the Solution, Professional Services and/or related documentation. LeaseQuery does not warrant that the Solution will be error free or uninterrupted or that any integration with a third-party software provider will remain available for the duration of Client's subscription. Loss of internet access or failure of any third-party software, hardware or other interfacing or communicating device is Client's responsibility and is not warranted by LeaseQuery.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

8.1 DISCLAIMER OF CERTAIN DAMAGES. Under no circumstances shall LeaseQuery or any of its affiliates or subcontractors have any liability whatsoever for (i) any damages of any kind arising out of any interruption in availability of internet connectivity or the Solution, (ii) any damages of any kind arising out of errors in the entry of Records, or (iii) any consequential, indirect, incidental, punitive, special or exemplary damages, loss of client's profit or revenue, loss of use, loss of data or business interruption damages.

8.2 LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of LeaseQuery or any of its affiliates or subcontractors, regardless of the cause and regardless of any other failure of any provision or undertaking in this Agreement, under contract, tort or any other theory of liability (including claims alleging negligence), exceed (i) in case of causes of action that arise out of or relate to Professional Services, the total amounts paid by Client to LeaseQuery for the Professional Services giving rise to the claim during the six months preceding the date such cause of action arises, and (ii) in the case of any other cause of action, 50% of the annualized subscription fee (to the extent paid by Client) as of the date such cause of action arises, except to the extent resulting from LeaseQuery's willful misconduct or bad faith. In circumstances where any limitation of liability or indemnification provision in this agreement is unavailable, the aggregate liability of LeaseQuery and its affiliates and subcontractors for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of LeaseQuery and its affiliates and subcontractors bears to all other conduct giving rise to such claim.

8.3 INDEMNIFICATION. To the maximum extent permitted by applicable law, Client shall indemnify and hold harmless LeaseQuery, its affiliates and subcontractors, and their respective personnel from all claims, liabilities and expenses (including, without limitation, attorneys' fees) attributable to claims of third parties relating to or resulting from the use of the Solution or the use or disclosure of any outputs therefrom, any Professional Services or any other deliverables from LeaseQuery. This indemnification provision applies regardless of whether the third-party claim is caused or alleged to be caused in whole or in part by the indemnified party; provided, however, that it shall not apply to the extent of LeaseQuery's willful misconduct or bad faith.

9. CONFIDENTIALITY.

Each party acknowledges that in the course of this Agreement, it may have access to and may be making use of, acquiring or adding to Confidential Information of the other party. Each party hereby confirms that it will not, using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), disclose any such Confidential Information to a third party except with the prior written consent of the other party or as specifically provided in this Agreement. This Agreement imposes no confidentiality obligation upon the receiving party with respect to information that (i) was in the receiving party's possession before receipt from the disclosing party without an obligation to keep such information confidential; (ii) is or becomes available to the public through no fault of the receiving party; (iii) is received in good faith by the receiving party from a third party not subject to an obligation of confidentiality owed to the disclosing party and who discloses the Confidential Information without an obligation of confidentiality; or (iv) is disclosed as required by law or regulation, to respond to governmental inquiries, or in connection with litigation pertaining hereto, provided in each case that the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest or otherwise limit the disclosure. If a party discloses (or threatens to disclose) any Confidential Information of the other party in breach of confidentiality protections in this Section, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the

parties that any other available remedies may be inadequate. Client hereby consents to LeaseQuery disclosing Client's Confidential Information to contractors providing administrative, infrastructure and other support services to LeaseQuery, subcontractors providing services in connection with this Agreement, whether inside or outside of the United States, and actual or potential investors or acquirers. With respect to any NDA, notwithstanding anything to the contrary in such NDA, the obligations of the parties under such NDA shall be superseded in their entirety by the observance by the parties of the confidentiality obligations in this Agreement, and any Confidential Information shared under such NDA shall be treated as Confidential Information under this Agreement.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, consents, claims, demands, waivers and other legal communications related to this Agreement or any Sales Order shall be deemed to have been delivered (i) if delivered personally to the recipient or to an officer of the party, when received by such party, (ii) if delivered via certified mail, on the third Business Day following dispatch, or (iii) if delivered by nationally recognized overnight courier (with all fees prepaid), on the first Business Day following dispatch; provided, however, that (in the case of subclauses (i) through (iii) of this sentence) such notice shall be deemed effective only if delivered in accordance with this sentence and only if delivered to, or to the attention of, the individual(s) and address set forth in the Sales Order. Notwithstanding the foregoing, all notices provided in accordance with Section 5 or the last sentence of this Section 10.1 and consents provided in accordance with Section 10.3 may be provided via email, and any such notice or consent provided via email shall be deemed effective when such email is sent. Each party may modify its recipient of notices or the address for notices by providing notice pursuant to this Agreement.

10.2 Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement or any Sales Order if such act, omission, or failure arises from any Force Majeure Event. The party unable to fulfill its obligations due to the Force Majeure Event will as soon as practicable notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure and use reasonable means to avoid or remove the cause and perform its obligations.

10.3 Marketing. Client acknowledges and agrees that LeaseQuery may use the name, logo or marks of Client and its affiliates in a representative client list or other marketing material. Client may revoke the rights granted in this paragraph at any time by providing at least thirty (30) days' written notice to LeaseQuery.

10.4 Third-Party Links. The Solution may contain Third-Party Links. Anything accessed through Third-Party Links from the Solution are independent from LeaseQuery, and LeaseQuery has no control over the software, website, security or information accessed through the Third-Party Links. Any Third-Party Links are provided to Client as a convenience, and LeaseQuery is not responsible for any Third-Party Links or any content thereof. In addition, provision of the Third-Party Links does not imply that LeaseQuery endorses or accepts any responsibility for the content or use of such Third-Party Links or the content thereof. Client acknowledges integrated third-party software providers may discontinue the integration with the Solution with or without notice, and LeaseQuery shall not be responsible for any discontinued integration.

10.5 Entire Agreement; Amendment and Modification. This Agreement (together with any Sales Order) contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof, including, without limitation, any NDA. Payment of invoices shall not be dependent upon a Client-generated purchase order. Client's provision of any such purchase order under this Agreement shall be for the informational purposes only, and such purchase order will not modify the terms or become part of this Agreement, or otherwise affect either party's rights or obligations, in any way. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. No modification, amendment, or waiver of any provision of this Agreement or any Sales Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.6 Interpretation. This Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any date on which a party is required to make a payment or a delivery pursuant to the terms of this Agreement or a Sales Order is not a Business Day, then such party shall make such payment or delivery on the preceding Business Day. Any schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.7 Severability. If any provision of this Agreement or any Sales Order is held to be invalid, illegal, or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement or such Sales Order will remain in full force and effect.

10.8 Waiver. Failure of either party to seek remedy of any breach of any portion of this Agreement or any Sales Order by the other party from time to time shall not constitute a waiver of such rights in respect to the same or any other breach.

10.9 Assignment. Client shall not assign, voluntarily or involuntarily, all or any portion of this Agreement (or any Sales Order) without the prior written consent of LeaseQuery, provided that, upon advance written notice to LeaseQuery, Client may assign all (or a portion) of its rights and obligations under this Agreement (together with all Sales Orders) without LeaseQuery's consent to a successor by merger or a purchaser of all or substantially all of Client's assets, but only if, as reasonably determined by LeaseQuery, such successor or purchaser is not a competitor of LeaseQuery. In the event of a purported assignment or delegation of any of Client's rights or obligations under this Agreement (or any Sales Order) made in violation of this section, such assignment or delegation shall be void, and LeaseQuery shall have the right to terminate this Agreement immediately upon written notice to Client without limiting any of LeaseQuery's other rights or remedies herein. Any assignment or delegation that is made in accordance with this section shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

10.10 No Third-Party Beneficiaries. This Agreement and any Sales Order are for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein or in any Sales Order, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or any Sales Order.

10.11 Limitation on Actions. No action relating to any Dispute (other than to collect unpaid invoices) may be brought more than one year after the cause of action accrued, and Client shall not raise any Dispute based on the alleged inaccuracy of an invoice more than ninety (90) days after the invoice date.

10.12 Survival. Notwithstanding anything herein to the contrary, the provisions of Section 1, Section 3.1, Section 3.2, Section 3.6, Section 4, Section 5.5, Section 6.4, Section 8, Section 9 and Section 10 hereof shall survive any termination or expiration of this Agreement.

10.13 Conflicts. In the event of a conflict between the terms of this Agreement and a Sales Order, the terms of this Agreement shall control, except to the extent that a Sales Order expressly provides that certain provisions therein shall control over specified provisions of this Agreement.

10.14 Governing Law. Issues of arbitrability shall be determined by an arbitrator in accordance with the federal substantive and procedural laws relating to arbitration; in all other respects, all matters arising out of or relating to this Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without reference to the conflicts of law principles that would require the application of any other law.

10.15 Arbitration. Any Dispute (including, without limitation and for the avoidance of doubt, the determination of the scope or applicability of this Section) shall be finally determined and resolved on an individual basis by binding arbitration in Atlanta, Georgia. The arbitration shall be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable (collectively, the "Rules") that are in effect at the time of the commencement of the arbitration, except to the extent modified by this section. LeaseQuery and Client agree that, by choosing individual arbitration as the means of dispute resolution, each party waives the right to a jury trial and to assert class or collective action claims against the other. The obligation to arbitrate shall extend to and encompass any claims that either party may have or assert against any of the other party's personnel. The arbitration shall be conducted before one arbitrator to be appointed in accordance with the applicable provisions of the JAMS Rules. No arbitrator may serve as an arbitrator with respect to the Dispute unless such arbitrator agrees in writing to abide by the terms of this section. Except with respect to the interpretation and enforcement of these arbitration procedures, the arbitrator shall apply the governing law set forth herein in connection with the Dispute. The arbitrator shall have no power to award damages inconsistent with this Agreement, including the limitations on liability herein. To the extent the arbitration is governed by JAMS' Streamlined Arbitration Rules and Procedures, no discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. The parties and the arbitrator shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This clause shall not preclude LeaseQuery from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Except as set forth in Section 3.2 and Section 5.1 of this Agreement, each party shall bear its own costs in connection with a Dispute, including, without limitation, attorneys' fees and arbitration costs, provided that the parties shall share the fees and expenses of the arbitration tribunal and arbitrator equally.

10.16 If Client is a U.S. federal government department or agency or contracting on behalf of such department or agency, all services described herein, including the provision of access to the Solution and all Professional Services, are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software

Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, and supporting Professional Services in accordance with paragraph (5) of the definition of “Commercial Item” in 48 C.F.R. §2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, access to the Solution and supporting Professional Services are provided to Client with only those rights as provided under the terms and conditions of this Agreement and any applicable Sales Order.

10.17 Multiple Counterparts. This Agreement and any Sales Order may be executed in multiple counterparts, including facsimile signatures (e.g., pdf files) and digital signatures using digital software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person’s signature to this Agreement or such Sales Order (e.g., DocuSign®), each of which shall be deemed an original, but all of which shall be deemed to be one and the same agreement. A signed copy of this Agreement or a Sales Order delivered by e-mail or other means of electronic communication shall be deemed to have the same legal effect as delivery of an original signed copy.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the date last signed below.

LeaseQuery, LLC

By: _____

Name: Chris Ramsey

Title: Chief Revenue Officer

Date: _____

[•]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Service Level Agreements (SLAs)

LeaseQuery's Solution is a software-as-a-service based on a multi-tenanted operating model that applies common, consistent management practices for all clients using the service. This common operating model, which requires LeaseQuery to make uniform availability commitments across its client base, allows LeaseQuery to provide the high level of service reflected in its agreements with its clients. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Service Availability.** LeaseQuery's service availability commitment for a given calendar month is 99.9%, excluding Planned Maintenance. For purposes of calculating service availability, (i) "Total" means the total minutes in the month; (ii) "Unplanned Outage" means the total minutes for which Client notifies LeaseQuery within 30 days after the end of the applicable month and LeaseQuery confirms that the Solution is unavailable due to an unplanned outage during the month; and (iii) "Planned Maintenance" means the total minutes of planned maintenance during the month. Planned Maintenance will occur only between 12:00 a.m. (midnight) and 2:00 a.m. (Eastern Daylight Time), Monday through Friday, or, on Friday and Saturday, between 11:00 p.m. and 5:00 a.m. the following morning (Eastern Daylight Time). All times are subject to change upon reasonable notice. If actual maintenance occurs outside of the times reserved for Planned Maintenance, such time is considered an Unplanned Outage. If actual maintenance is less than the time reserved for Planned Maintenance, the difference will not be applied as a credit to offset any Unplanned Outage time for the month. The measurement point for service availability is the availability of the Solution at the hosting data center's internet connection points. Service availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.9\%$$

2. **Noncompliance with Service Availability Commitment.** The consequences of a failure by LeaseQuery to meet the service availability commitment set forth above are set forth below:

- (a) First month of missed availability: If requested by Client, the parties shall meet telephonically, at Client's request, to discuss potential corrective actions.
- (b) Second consecutive month: 10% of the subscription fee for the applicable month.
- (c) Third consecutive month: 20% of the subscription fee for the applicable month.
- (d) Fourth consecutive month: 30% of the subscription fee for the applicable month.
- (e) Fifth consecutive month: 40% of the subscription fee for the applicable month.
- (f) Sixth consecutive month: 50% of the subscription fee for the applicable month.
- (g) More than six consecutive months: Within 30 days of such failure, either party shall have the option to terminate the Agreement.

Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon the expiration or termination of the Agreement, paid to Client directly or offset against other amounts due to LeaseQuery hereunder. The remedies set forth in this exhibit shall be Client's sole remedies and LeaseQuery's sole liability for missed service availability commitments.

IV. Consent Agenda

7. Approval of Renewal of Contract with Hope Mission Foundation to Provide Recovery Services at the Jail

CONTRACT FOR JAIL DIVERSION "RECOVERY SERVICES"

HOPE MISSION FOUNDATION, INC

RENEWAL AGREEMENT

THIS CONTRACT entered into the 20th day of July 2020, by and between the County of Carteret, a Body Politic under the laws of the State of North Carolina, hereinafter called "County," and Hope Mission Foundation, Inc. hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County is desirous of securing jail diversion "recovery services" for various County persons; and

WHEREAS, the Contractor has an organization for the performance of such services; and

WHEREAS, both the County and the Contractor designated herein desire to enter into a contract for the purpose of furnishing "recovery services" at various authorized homes; and

WHEREAS, the County has determined that it would be in the best interest of the residents of the County to contract for these "recovery services" outside of County facilities.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties hereto do covenant and agree as follows:

SCOPE OF WORK

List of Services

HOPE MISSION FOUNDATION, INC.

For and in consideration of the mutual promises hereinafter set forth, the parties intending to be legally bound do hereby agree as follows:

HOPE MISSION FOUNDATION, INC. will provide the following services to Carteret County NC Government: Substance Abuse Recovery Homes (SA Recovery Homes).

SA RECOVERY HOMES

1. A program of recovery providing assistance, support and fellowship to adults recovering from the ravages of drug and alcohol addiction. The program operates alcohol and drug free transitional residences, supervised by North Carolina Certified Peer Support Specialist (PSS), which foster and promote individual growth and the restoration of meaningful and productive lives.
2. In joint cooperation with community agencies, residents of the program will receive

clinical services to help nurture individual growth. Community providers will provide Substance Abuse Assessments, Comprehensive Clinical Assessments, and Person-Centered Profiles to help restore a meaningful and productive life. Residents are typically referred from an inpatient treatment facility, detox center, jail/prison and County Jail Diversion Programs.

3. Promote and encourage recovery without dictating the recovery program.
4. After being assigned to the program by the Carteret County Courts, admission for the Carteret County Diversion program will be coordinated between Hope Mission Foundation, Inc. and The Sheriff's Office pre-trial release coordinator.
 - a. Admissions that fall after hours, weekends, and holidays will occur on the next business day. Carteret County will not reimburse any bed days for members that are found not to be part of the Carteret County Diversion Program.
5. Expected Outcomes
 - a. The Contractor agrees to the following expected outcomes:
 - i. Remain at a minimum of 80% bed day capacity each month (and not to exceed 120%, min 16 and max 24 residence).
 - ii. Comprehensive Clinical Assessments are performed on new residents no later than 5 business days from admission.
 - iii. New residents begin clinical services no later than 7 business days from admission.
 - iv. Within six (6) months, 75% or greater of residents will have obtained competitive employment and/or be enrolled in vocational education. (Vocational Rehabilitation; Department of Social Services, Commence Department, Work First Solutions; GED; and/or Community College).
6. Reporting Requirements
 - a. Contractor will maintain monthly documentation/tracking of the four outcomes listed in Section 5 and provide to the Sheriff's Office pre-trial release coordinator. The report is due by the close of business day on the 10th of every month. If the 10th falls on a weekend or a State-recognized holiday, the report is due by the close of business on the preceding business day.
7. Billing Mechanism
 - a. The Contractor does hereby agree to bill for this program up to 20 beds per month for 365 days per year based upon the number of beds occupied during the previous month, multiplied by the established unit rate of \$35.00 per day, per bed.
 - b. Payment in support of this program is subject to County review as all persons who are in beds are paid for by Carteret County Government funds.
8. Carteret County Government agrees to reimburse the Contractor for the services set forth in paragraph 1 of this Attachment, as follows:
 - a. \$21,291.66 per month and may not exceed \$255,500 (annually) in County funds unless duly authorized by Carteret County Government.
 - i. Carteret County will pay monthly rent for up to six months (180 days) for each consumer:
 - ii. Invoices should be detailed as to the name, the consumer's date of birth, and the date the consumer entered the house.

- b. Invoices and reports are due by the 10th of the following month in which services were provided and should be submitted to the Sheriff's Office pre-trial release coordinator who will forward to the Sheriff's Office financial officer for processing.
 - c. Each invoice must include a signed and dated attestation/certification statement that states the following: "I hereby attest or certify that the invoiced submitted is true and accurate."
9. Contractor agrees to acknowledge Carteret County Government as the funding source in any brochures, advertising, trainings, or other information distributed to the public. Contractor should not use the Carteret County Government name on any literature without obtaining prior written approval from Carteret County Government.

2. Contractor Employee Policy

The Contractor agrees to be responsible for and shall provide general supervision of all its employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing their work.

Employees working in the Courts and Jail Areas must be fingerprinted. Each employee must have a "government issued" picture ID on them at all times.

Prior to working at the Jail and Sheriff's Office, the contractor shall provide the Sheriff, or his designee, with the names of each employee for purposes of background checks for suitability of employment in the Office. The Sheriff may deny the acceptance of any employee into the office if he feels it would not be in the best interest of the Office. This decision has no appeal and requires no explanation.

Prior to working at Court Related Offices [DA, Clerk of Court, Public Defender, Probation, Guardian ad Litem] the contractor shall provide the names of each employee for purposes of background checks for suitability of employment in those areas. The Sheriff or respective agency heads may deny the acceptance of any employee into the offices if he/they feel(s) it would not be in the best interest of their Offices/departments. This decision has no appeal and requires no explanation.

All employees of the Contractor shall have background checks. All criminal history background checks will check all available State and national data bases. The cost of these checks will be paid for by the contractor.

Each employee of the Contractor shall have at least six (6) months of experience as a "person of recovery" employee. Supervisory employees shall have at least one year of experience as a "recovery" supervisor. Each employee must be at least eighteen (18) years old.

The Contractor shall ensure that all its employees abide by the following rules while in County Facilities:

1. They shall wear an identification badge or distinct uniform provided by the Contractor at all times while on the premises.
2. They shall be of good integrity and character.

3. They shall not disturb any papers, boxes or other materials.
4. They shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage within 24 hours to the Public Building Manager in writing, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
5. They shall not open drawers, file cabinets, or use any telephone unless given specific approval by the County.
6. They shall not leave keys in doors or admit any one into any building or office who is not a designated employee of the Contractor. All doors which were locked upon entry will be immediately re-locked.
7. They shall not engage in idle or unnecessary conversation with County employees, other employees of the Contractor, tenants, or visitors to the building.
8. They shall abide by rules and regulations set forth by the County which affects the performance of the work.
9. They shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises.
10. Upon written request of the County to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the County will be immediately pulled off the job and replaced at no contract cost adjustment.

LOCATIONS OF WORK

Work locations, apart from Hope Mission Foundation, Inc. proper, are the Carteret County Jail and Court House Campus.

TERMS AND CONDITIONS

Term of Contract

The term of the initial contract will be for a period of nine (9) months beginning October 1, 2019 and ending on June 30, 2020. The contract may be renewed annually at the discretion of Carteret County. Any subsequent annual contract term will cover the County's fiscal year being July 1st thru June 30th of the following year.

Insurance

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property Damage to any one person and subject to the same limit for each person, in amount not less than \$3,000,000 Total Policy Limit or Aggregate.

Automobile Liability in the amount of \$500,000.

The Contractor shall provide and maintain during the life of this contract Worker's Compensation Insurance for all employees employed at the site of the project under his contract as required by North Carolina Law.

The Contractor shall furnish such additional special insurance as may be required by General Statutes of North Carolina for the contract work.

Upon award of a contract, the Contractor must provide a Certificate of Insurance stating the coverage discussed herein. Each Certificate of Insurance shall add "County of Carteret, N.C." as an additional insured on the liability policy.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

Care of Property

The Contractor agrees that it shall be responsible for the proper custody and care of any property maintained by the Contractor in accordance with this contract. The Contractor will reimburse the County for loss or damage of such property.

Indemnification

The Contractor shall hold and save the County, its officers, agents, and employees, as well as the Sheriff, his officers, agents and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days after the County has knowledge of such claims.

Governing Law

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of the Board of Fire Underwriters, Federal, State and local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Safety Requirements

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards and revisions thereto as adopted by General Statutes of North Carolina.

The Contractor will be responsible for marking safety hazards such as wet slippery floors and other conditions resulting from cleaning operations. In addition, every employee will be supplied with proper safety attire and be instructed in the use of all cleansers and cleaning equipment.

Inspection

The Contractor shall accompany a designated representative(s) on inspections of the work site at any time during hours set forth by the Sheriff or his designee. The Sheriff reserves the right to make determination as to whether service is being performed satisfactorily.

Work Conferences

At least every thirty (30) days, the Contractor will meet with the Carteret County Sheriff's Office pre-trial release coordinator for a conference and tour to evaluate the performance of the contract. A written monthly performance report may be requested by the Carteret County Manager. Conferences and tours may be decreased subject to performance of contract requirements.

Termination

1. The Sheriff and/or Carteret County shall have the right, at his/its sole option and discretion, to terminate this Contract at any time without any default on the part of the Contractor by giving written notice to the Contractor at least thirty (30) days prior to the effective date of termination.
2. The Sheriff and/or Carteret County shall have the right to terminate this Contract immediately by Written Notice to the Contractor if the Contractor fails to execute the Services promptly and to the Carteret County Sheriff's satisfaction or fails to perform any obligation imposed by any provision of this Contract. In the event of termination for default, Carteret County has against the Contractor all remedies provided by law and equity.
3. The Contractor at its sole option and discretion shall have the right to terminate this Contract at any time by giving written notice to the Sheriff and the Carteret County Manager at least sixty (60) days prior to the effective date of termination.

4. In the event of termination of the Contract by either party, the Contractor shall terminate all services under this Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such services and be compensated only for such services as may be necessary as determined by the Carteret County Manager to preserve the services in progress and to protect the facilities of the County. The County may then proceed with the remainder of the services in any lawful manner which it may elect.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Carteret County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the County of Carteret for the sum of:

Term of Agreement:

This agreement shall remain in effect until either party terminates same. Costs paid by Carteret County Government to Hope Mission Foundation for recovery services under this agreement shall be as outlined below.

Any changes to the costs of services paid by the County under this agreement shall only be done with the approval of the Carteret County Board of Commissioners.

Annually	Dollars \$255,500.00
Monthly	Dollars \$ 21,291.66

ACCEPTED:

DATE: _____

CARTERET COUNTY, NORTH CAROLINA

BY: _____
William Smith

TITLE: Board of Commissioners, Chair

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

Rob Wheatly, County Attorney

Dee Meshaw, Finance Director

Asa Buck, Sheriff

Tommy Burns, County Manager

Gene McLendon, Executive Director
Hope Mission Foundation

IV. Consent Agenda

8. Approval of Budget Amendments:
 - a. Carteret Community College to Roll-Forward Funds for Uncompleted Projects: \$418,130
 - b. Public Works Roll-Forward Funds for the Hibbs Acres Capital Project: \$565,000
 - c. COVID-19 Recovery Act Funds: \$1,348,328

IV. Consent Agenda

8. Approval of Budget Amendments:

- a. Carteret Community College to Roll-Forward Funds for Uncompleted Projects: \$418,130

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: Carteret Community College Roll Forward Budget Amendment

Attached for your consideration is a \$418,130, budget amendment to roll forward funds uncompleted projects in fiscal year 2020. The Community College has projects in progress, but the projects are not complete. As a result, the Community College request these funds be rolled over into the FY21 budget. Approval of the attached budget amendment is recommended.

Carteret County

Budget Amendment

Fiscal Year 2020-21

Department: General Fund

Date: 7/20/2020

Justification: Appropriate / roll forward funding for projects not completed in FY20 by the
Community College

Fund		Description	Account Number	Increase
General Fund	Revenues	Fund Balance	110.00.3990.990	<u>418,130</u>
	Total Increase in Revenues			<u><u>418,130</u></u>
	Expenditures	CCC Capital	110.70.5900.69903	<u>418,130</u>
	Total Increase Expenditures			<u><u>418,130</u></u>

Approval Chairman, Board of Commissioners _____

Date: _____

IV. Consent Agenda

8. Approval of Budget Amendments:

- b. Public Works Roll-Forward Funds for the Hibbs Acres Capital Project:
\$565,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: Public Works Forward Budget Amendment

Attached for your consideration is a \$565,000 budget amendment to roll forward funds for the Hibbs Acre capital project from fiscal year 2020. The project began, but was not completed by June 30, 2020; therefore, the funds need to be appropriated in the FY21 budget. Approval of the attached budget amendment is recommended.

Carteret County

Budget Amendment

Fiscal Year 2020-21

Department: Public Works

Date: 7/20/2020

Justification: Appropriate / roll forward funding for Hibbs Acre project not completed in FY20

Fund		Description	Account Number	Increase
General Fund	Revenues	Fund Balance	110.00.3990.990	<u>565,000</u>
		Total Increase in Revenues		<u><u>565,000</u></u>
	Expenditures	Hibbs Acre capital project	110.30.4730.50000	<u>565,000</u>
		Total Increase Expenditures		<u><u>565,000</u></u>

Approval Chairman, Board of Commissioners _____

Date: _____

IV. Consent Agenda

8. Approval of Budget Amendments:

c. COVID-19 Recovery Act Funds: \$1,348,328

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: COVID19 Recovery Act Fund Budget Amendment

Attached for your consideration is a \$1,348,328 budget amendment appropriating additional COVID19 Recovery Act funds distributed by the State. The budget amendment is in compliance with House Bill 1023 that requires \$682,169 be distributed to the municipalities within our County. Preliminary information has been sent to the municipalities so the town managers may develop the State required plan. As of the date of this memo, the County is responsible for verifying each municipality spends its funds on eligible expenses. As a result, County staff will work with municipalities and may include staff from NC PRO and the LGC to verify compliance. Approval of the attached budget amendment is recommended.

Carteret County

Budget Amendment

Fiscal Year 2020-21

Fund: COVID19 Recovery Act Funds

Date: 7/20/2020

Justification: Appropriate additional CRF funds and budget distributions in accordance to HB 1023

Fund	Description	Account Number	Increase
COVID19 Recovery Act Funds	Revenues	COVID19 Recovery Act	
		205.50.3511.200	<u>1,348,328</u>
	Total Increase in Revenues		<u><u>1,348,328</u></u>
	Expenditures	County expenditures	666,159
		Municipal Distributions	<u>682,169</u>
	Total Increase Expenditures		<u><u>1,348,328</u></u>

Approval Chairman, Board of Commissioners _____

Date: _____

- IV. Consent Agenda
 - 9. Approval of Amendment to County Purchasing Policy

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: Purchasing Policy Amendment

Below for your consideration is an addition to the County's purchasing policy.

NCGS 143-64.32, written exemption of particular contracts, allows local governments the authority to exempt particular projects from the provisions of the Mini-Brooks Act where an estimated professional fee is in an amount less than fifty thousand dollars. Exemptions must be in writing and must be determined on a project by project basis; therefore, blanket exemptions are not allowed.

Staff requests that the Board of Commissioners delegate this responsibility to the County Manager, and as a result, amend the County's purchasing policy.

IV. Consent Agenda

10. Request to Accept Additional Funding – Agreement Addendum 403 WIC, Revision 1, & Approval of Corresponding Budget Amendment: \$9,538

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
Consolidated Human Services Director
cindy.holman@carteretcountync.gov



Clinton W. Lewis
DSS Director
Consolidated Human Services Deputy Director
clint.lewis@carteretcountync.gov

Stephanie M. Cannon, MPA
Health Director
Consolidated Human Services Deputy Director
stephanie.cannon@carteretcountync.gov

To: Carteret County Board of Commissioners

From: Stephanie Cannon
Health Director

Date: July 1, 2020

Subject: Request to Accept Additional Funding – Agreement Addendum 403, WIC Revision 1, \$9,538

The Women, Infants, and Children (WIC) Program is designed to provide food to low-income pregnant, postpartum and breastfeeding women and their infants and children until the age of five. This program offers a combination of nutrition education, supplemental foods, breastfeeding promotion and support, as well as referrals for health care. The WIC Program has proven effective in preventing and improving nutrition related health problems within its population.

In order to further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, the Carteret County Health Department has been awarded \$9,538 to acquire equipment and services. Laptops, computer equipment, and cell phones have been approved for purchase; these items will allow the agency to meet the increasing demand for services and the provision of remote services during the COVID-19 pandemic. Additional funding has been approved for mobile scales, desks, stadiometers, office supplies and painting.

We request the Board's approval to accept this funding. Should you have any questions, please contact me. Copy of the budget amendment and Agreement Addendum are attached.



Department of Social Services — 210 Craven Street • PO Box 779 • Beaufort, NC 28516
Tel (252) 728-3181 / Main Fax (252) 648-7462 / Legal Unit Fax (252) 648-7463

Public Health Department — 3820-A Bridges Street • Morehead City, NC 28557
Tel (252) 728-8550 / Fax (252) 222-7739



Division of Public Health Agreement Addendum FY 20-21

Carteret County Health Department
Local Health Department Legal Name

Women's and Children's Health Section /
 Nutrition Services Branch
DPH Section / Branch Name

403 WIC
Activity Number and Description

Lisa D. Dupree, (919) 707-5807
 Lisa.Dupree@dhhs.nc.gov
DPH Program Contact
 (name, phone number, and email)

06/01/2020 – 05/31/2021
Service Period

DPH Program Signature **Date**
 (only required for a negotiable agreement addendum)

07/01/2020 – 06/30/2021
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 1

I. Background:

No change.

II. Purpose:

This Agreement Addendum Revision #1 awards special time-limited funds to the Local Health Department to acquire approved equipment or services as described in Section III below.

III. Scope of Work and Deliverables:

As of June 1, 2020, this Agreement Addendum Revision #1 adds Paragraph B.13 and B.14, as follows:

13. Deliverable #13 – Special Funding for Equipment or Approved Services for the Local Health Department's response to the COVID19 pandemic.

In order to further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, the Local Health Department shall use the funds provided under this Agreement Addendum Revision #1 to acquire equipment or services, as has been approved by the Nutrition Services Branch in April–May 2020. This will assist the Local Health Department respond to the increasing demand for services and the provision of remote services during the COVID-19 pandemic.

14. Deliverable #14 – Special Funding for Equipment or Approved Services

In order to further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, the Local Health Department shall use the funds provided under this Agreement Addendum Revision #1 to acquire equipment or services, as has been approved by

Health Director Signature (use blue ink) _____ Date _____

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
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Signature on this page signifies you have read and accepted all pages of this document.

the Nutrition Services Branch in June 2020. This will assist the Local Health Department in its efforts to provide supplemental nutritious foods, nutrition education, referrals to health care for low-income persons during critical period of growth and development, promote increased program participation, and encourage participant retention.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

As of June 1, 2020, this Agreement Addendum Revision #1 changes Paragraph 7, as follows:

7. Final expenditures for special funds must be entered into the Aid-to-Counties System no later than November 15, 2020. This funding is delineated by the code "GA" and shall be used for the purchase of approved special funding equipment and services during the period of June 1, 2020 through September 30, 2020.

DPH-Aid-To-Counties

For Fiscal Year: 20/21

Budgetary Estimate Number : 2

Activity 403	AA	13A2 5403 GA	13A2 5403 GB	13A2 5404 GA	13A2 5404 GB	13A2 5405 GA	13A2 5405 GB	13A2 5409 GA	13A2 5409 GB	Proposed Total	New Total
Service Period		06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31		
Payment Period		07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30		
01 Alamance *		0	0	0	0	0	0	0	0	0	746,262
D1 Albemarle *	3	38,260	0	0	0	0	0	0	0	38,260	775,018
02 Alexander *		0	0	0	0	0	0	0	0	0	137,016
04 Anson *		0	0	0	0	0	0	0	0	0	137,412
D2 Appalachian *	2	550	0	0	0	0	0	0	0	550	302,896
07 Beaufort *	2	11,295	0	0	0	0	0	0	0	11,295	268,101
09 Bladen *	2	12,000	0	0	0	0	0	0	0	12,000	203,268
10 Brunswick *	2	46,274	0	0	0	0	0	0	0	46,274	514,544
11 Buncombe *		0	0	0	0	0	0	0	0	0	805,662
12 Burke *		0	0	0	0	0	0	0	0	0	414,414
13 Cabarrus *	2	36,291	0	0	0	0	0	0	0	36,291	655,437
14 Caldwell *	2	1,440	0	0	0	0	0	0	0	1,440	360,018
16 Carteret *	2	6,165	0	0	0	0	0	0	0	6,165	229,509
17 Caswell *		0	0	0	0	0	0	0	0	0	98,406
18 Catawba *		0	0	0	0	0	0	0	0	0	694,782
19 Chatham *		0	0	0	0	0	0	0	0	0	0
20 Cherokee *		0	0	0	0	0	0	0	0	0	128,106
22 Clay *	2	2,956	0	0	0	0	0	0	0	2,956	50,872
23 Cleveland *		0	0	0	0	0	0	0	0	0	533,016
24 Columbus *		0	0	0	0	0	0	0	0	0	273,042
25 Craven *	2	219	0	0	0	0	0	0	0	219	509,079
26 Cumberland *		0	0	0	0	0	0	0	0	0	2,286,702
28 Dare *	2	4,110	0	0	0	0	0	0	0	4,110	113,208
29 Davidson *	2	11,954	0	0	0	0	0	0	0	11,954	620,210
30 Davie *		0	0	0	0	0	0	0	0	0	146,520
31 Duplin *	3	25,378	0	0	0	0	0	0	0	25,378	411,676
32 Durham *		0	0	0	0	0	0	0	0	0	0
33 Edgecombe *	2	0	0	0	0	0	0	0	0	0	317,196
D7 Foothills *	2	3,697	0	0	0	0	0	0	0	3,697	560,077
34 Forsyth *	2	36,225	0	0	0	0	0	0	0	36,225	1,590,723
35 Franklin *		0	0	0	0	0	0	0	0	0	245,520
36 Gaston *		0	0	0	0	0	0	0	0	0	794,772
38 Graham *		0	0	0	0	0	0	0	0	0	61,380
D3 Gran-Vance *	2	33,276	0	0	0	0	0	0	0	33,276	546,690
40 Greene *	2	9,762	0	0	0	0	0	0	0	9,762	147,372
41 Guilford *	2	14,452	0	0	0	0	0	0	0	14,452	2,416,786
42 Halifax *	2	9,020	0	0	0	0	0	0	0	9,020	319,484
43 Harnett *	2	4,613	0	0	0	0	0	0	0	4,613	552,083
44 Haywood *		0	0	0	0	0	0	0	0	0	232,254
45 Henderson *	2	6,040	0	0	0	0	0	0	0	6,040	348,778
46 Hertford *		0	0	0	0	0	0	0	0	0	0
47 Hoke *		0	0	0	0	0	0	0	0	0	338,382
48 Hyde *		0	0	0	0	0	0	0	0	0	17,424
49 Iredell *		0	0	0	0	0	0	0	0	0	613,998
50 Jackson *	2	4,992	0	0	0	0	0	0	0	4,992	163,194
51 Johnston *	2	32,594	0	0	0	0	0	0	0	32,594	759,452
52 Jones *	2	2,607	0	0	0	0	0	0	0	2,607	43,395
53 Lee *	2	4,830	0	0	0	0	0	0	0	4,830	334,104
54 Lenoir *	2	14,180	0	0	0	0	0	0	0	14,180	398,498
55 Lincoln *	2	6,457	0	0	0	0	0	0	0	6,457	314,743
56 Macon *		0	0	0	0	0	0	0	0	0	187,506
57 Madison *	2	3,327	0	0	0	0	0	0	0	3,327	74,013
D4 M-T-W *	2	6,535	0	0	0	0	0	0	0	6,535	256,807
60 Mecklenburg *	2	122,438	0	0	0	0	0	0	0	122,438	3,630,998
62 Montgomery *	2	5,400	0	0	0	0	0	0	0	5,400	170,136
63 Moore *		0	0	0	0	0	0	0	0	0	324,126
64 Nash *		0	0	0	0	0	0	0	0	0	551,430

65 New Hanover	* 2	2,114	0	0	0	0	0	0	0	0	2,114	558,296
66 Northampton	* 2	7,147	0	0	0	0	0	0	0	0	7,147	98,821
67 Onslow	*	0	0	0	0	0	0	0	0	0	0	1,238,292
68 Orange	*	0	0	0	0	0	0	0	0	0	0	0
69 Pamlico	*	0	0	0	0	0	0	0	0	0	0	54,054
71 Pender	* 2	9,522	0	0	0	0	0	0	0	0	9,522	278,010
73 Person	*	3,360	0	0	0	0	0	0	0	0	3,360	190,272
74 Pitt	*	0	0	0	0	0	0	0	0	0	0	853,182
75 Polk	*	0	0	0	0	0	0	0	0	0	0	43,362
76 Randolph	*	0	0	0	0	0	0	0	0	0	0	606,276
77 Richmond	* 2	2,510	0	0	0	0	0	0	0	0	2,510	349,604
78 Robeson	* 2	14,049	0	0	0	0	0	0	0	0	14,049	728,037
79 Rockingham	* 2	3,408	0	0	0	0	0	0	0	0	3,408	417,822
80 Rowan	*	0	0	0	0	0	0	0	0	0	0	481,140
D5 R-P-M	*	0	0	0	0	0	0	0	0	0	0	0
82 Sampson	* 2	48,627	0	0	0	0	0	0	0	0	48,627	366,219
83 Scotland	*	0	0	0	0	0	0	0	0	0	0	286,902
84 Stanly	* 2	4,932	0	0	0	0	0	0	0	0	4,932	296,586
85 Stokes	* 2	2,077	0	0	0	0	0	0	0	0	2,077	154,339
86 Surry	* 2	4,017	0	0	0	0	0	0	0	0	4,017	321,015
87 Swain	*	0	0	0	0	0	0	0	0	0	0	59,796
D6 Toe River	* 2	2,094	0	0	0	0	0	0	0	0	2,094	234,546
88 Transylvania	* 2	2,900	0	0	0	0	0	0	0	0	2,900	109,424
90 Union	* 2	30,800	0	0	0	0	0	0	0	0	30,800	590,348
92 Wake	* 2	88,506	0	0	0	0	0	0	0	0	88,506	2,973,168
93 Warren	* 2	2,981	0	0	0	0	0	0	0	0	2,981	96,041
96 Wayne	* 2	15,969	0	0	0	0	0	0	0	0	15,969	794,901
97 Wilkes	* 2	5,843	0	0	0	0	0	0	0	0	5,843	319,673
98 Wilson	* 2	8,773	0	0	0	0	0	0	0	0	8,773	488,131
99 Yadkin		0	0	0	0	0	0	0	0	0	0	196,812
Totals		776,966	0	0	0	0	0	0	0	0	776,966	40,911,566

DocuSigned by:
Sign and Date - DPH Program Administrator
Kim Lovenduski
6/24/2020
Sign and Date - DPH Contracts Office
Annexa Stuart
6/24/2020
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DocuSigned by:
Sign and Date - DPH Section Chief
Sarah Dorier
6/24/2020
DocuSigned by:
Sign and Date - DPH Budget Officer
Pamela J Allen
6/24/2020
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DocuSigned by:
Brenda Barnett
6/24/2020
1AE90C5862F2467...

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 10.557 Federal awd date: 10/1/18 Is award R&D? no FAIN: 195NC705W1003 Total amount of fed awd: \$ Dollars only

CFDA Special Supplemental Nutrition Program for name: Women, Infants and Children	Fed award project description: Women, Infants & Children (2 Year)	Fed award indirect cost rate: n/a	%
	Fed awarding agency: USDA, Food and Nutrition Service		%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	\$746,262	Jackson	019728518	4,992	\$163,194
Albemarle	130537822	38,260	\$775,018	Johnston	097599104	32,594	\$759,452
Alexander	030495105	=	\$137,016	Jones	095116935	2,607	\$43,395
Anson	847163029	=	\$137,412	Lee	067439703	4,830	\$334,104
Appalachian	780131541	550	\$302,896	Lenoir	042789748	8,892	\$393,210
Beaufort	091567776	11,295	\$268,101	Lincoln	086869336	6,457	\$314,743
Bladen	084171628	12,000	\$203,268	Macon	070626825	=	\$187,506
Brunswick	091571349	46,274	\$514,544	Madison	831052873	3,327	\$74,013
Buncombe	879203560	=	\$805,662	MTW	087204173	6,535	\$256,807
Burke	883321205	=	\$414,414	Mecklenburg	074498353	\$122,438	\$3,630,998
Cabarrus	143408289	36,291	\$655,437	Montgomery	025384603	\$5,400	\$170,136
Caldwell	948113402	1,440	\$360,018	Moore	050988146	=	\$324,126
Carteret	058735804	6.165	\$229,509	Nash	050425677	=	\$551,430
Caswell	077846053	=	\$98,406	New Hanover	040029563	2,114	\$558,296
Catawba	083677138	=	\$694,782	Northampton	097594477	7,147	\$98,821
Chatham	131356607	=	=	Onslow	172663270	=	\$1,238,292
Cherokee	130705072	=	\$128,106	Orange	139209659	=	=
Clay	145058231	2,956	\$50,872	Pamlico	097600456	=	\$54,054
Cleveland	879924850		\$533,016	Pender	100955413	9,522	\$278,010
Columbus	040040016	=	\$273,042	Person	091563718	3,360	\$190,272
Craven	091564294	219	\$509,079	Pitt	080889694	=	\$853,182
Cumberland	123914376	=	\$2,286,702	Polk	079067930	=	\$43,362
Dare	082358631	\$4,110	\$113,208	Randolph	027873132	=	\$606,276
Davidson	077839744	\$11,954	\$620,210	Richmond	070621339	2,510	\$349,604
Davie	076526651	=	\$146,520	Robeson	082367871	14,049	\$728,037
Duplin	095124798	25,378	\$411,676	Rockingham	077847143	3,408	\$417,822
Durham	088564075	=	=	Rowan	074494014	=	\$481,140
Edgecombe	093125375	=	\$317,196	Sampson	825573975	48,627	\$366,219
Foothills	782359004	3,697	\$560,077	Scotland	091564146	=	\$286,902
Forsyth	105316439	36,225	\$1,590,723	Stanly	131060829	4,932	\$296,586
Franklin	084168632	=	\$245,520	Stokes	085442705	2,077	\$154,339
Gaston	071062186	=	\$794,772	Surry	077821858	4,017	\$321,015
Graham	020952383	=	\$61,380	Swain	146437553	=	\$59,796
Granville-Vance	063347626	33,276	\$546,690	Toe River	113345201	2,094	\$234,546
Greene	091564591	9,762	\$147,372	Transylvania	030494215	\$2,900	\$109,424
Guilford	071563613	14,452	\$2,416,786	Union	079051637	30,800	\$590,348
Halifax	014305957	9,020	\$319,484	Wake	019625961	88,506	\$2,973,168
Harnett	091565986	4,613	\$552,083	Warren	030239953	2,981	\$96,041
Haywood	070620232	=	\$232,254	Wayne	040036170	15,969	\$794,901
Henderson	085021470	6,040	\$348,778	Wilkes	067439950	5,843	\$319,673
Hoke	091563643	=	\$338,382	Wilson	075585695	8,773	\$488,131
Hyde	832526243		\$17,424	Yadkin	089910624		\$196,812
Iredell	074504507	=	\$613,998				

DPH-Aid-To-Counties For Fiscal Year: 20/21 Budgetary Estimate Number : 5

Activity 403	AA	13A2 5403 GA	13A2 5403 GB	13A2 5404 GA	13A2 5404 GB	13A2 5405 GA	13A2 5405 GB	13A2 5409 GA	13A2 5409 GB	Proposed Total	New Total
Service Period		06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31		
Payment Period		07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30		
01 Alamance		0	0	0	0	0	0	0	0	0	746,262
D1 Albemarle	* 1	10,856	0	0	0	0	0	0	0	10,856	785,874
02 Alexander		0	0	0	0	0	0	0	0	0	137,016
04 Anson		0	0	0	0	0	0	0	0	0	137,412
D2 Appalachian	* 1	11,364	0	0	0	0	0	0	0	11,364	314,260
07 Beaufort	* 1	15,188	0	0	0	0	0	0	0	15,188	283,289
09 Bladen		0	0	0	0	0	0	0	0	0	203,268
10 Brunswick	* 1	19,073	0	0	0	0	0	0	0	19,073	533,617
11 Buncombe	* 1	32,742	0	0	0	0	0	0	0	32,742	838,404
12 Burke	* 1	9,465	0	0	0	0	0	0	0	9,465	423,879
13 Cabarrus	* 1	1,976	0	0	0	0	0	0	0	1,976	657,413
14 Caldwell	* 1	17,358	0	0	0	0	0	0	0	17,358	377,376
16 Carteret	* 1	3,373	0	0	0	0	0	0	0	3,373	232,882
17 Caswell		0	0	0	0	0	0	0	0	0	98,406
18 Catawba		0	0	0	0	0	0	0	0	0	694,782
19 Chatham		0	0	0	0	0	0	0	0	0	0
20 Cherokee	* 1	54,940	0	0	0	0	0	0	0	54,940	183,046
22 Clay		0	0	0	0	0	0	0	0	0	50,872
23 Cleveland	* 1	29,079	0	0	0	0	0	0	0	29,079	562,095
24 Columbus	* 1	5,375	0	0	0	0	0	0	0	5,375	278,417
25 Craven		0	0	0	0	0	0	0	0	0	509,079
26 Cumberland		0	0	0	0	0	0	0	0	0	2,286,702
28 Dare	* 1	9,654	0	0	0	0	0	0	0	9,654	122,862
29 Davidson		0	0	0	0	0	0	0	0	0	620,210
30 Davie		0	0	0	0	0	0	0	0	0	146,520
31 Duplin	* 1	12,521	0	0	0	0	0	0	0	12,521	424,197
32 Durham		0	0	0	0	0	0	0	0	0	0
33 Edgecombe		0	0	0	0	0	0	0	0	0	317,196
D7 Foothills		0	0	0	0	0	0	0	0	0	560,077
34 Forsyth	* 1	9,561	0	0	0	0	0	0	0	9,561	1,600,284
35 Franklin	* 1	21,750	0	0	0	0	0	0	0	21,750	267,270
36 Gaston		0	0	0	0	0	0	0	0	0	794,772
38 Graham		0	0	0	0	0	0	0	0	0	61,380
D3 Gran-Vance	* 1	15,100	0	0	0	0	0	0	0	15,100	561,790
40 Greene	* 1	15,503	0	0	0	0	0	0	0	15,503	162,875
41 Guilford	* 1	49,043	0	0	0	0	0	0	0	49,043	2,465,829
42 Halifax	* 1	30,845	0	0	0	0	0	0	0	30,845	350,329
43 Harnett	* 1	5,589	0	0	0	0	0	0	0	5,589	557,672
44 Haywood		0	0	0	0	0	0	0	0	0	232,254
45 Henderson	* 1	26,946	0	0	0	0	0	0	0	26,946	375,724
46 Hertford		0	0	0	0	0	0	0	0	0	0
47 Hoke		0	0	0	0	0	0	0	0	0	338,382
48 Hyde	* 1	1,039	0	0	0	0	0	0	0	1,039	18,463
49 Iredell	* 1	1,846	0	0	0	0	0	0	0	1,846	615,844
50 Jackson	* 1	25,257	0	0	0	0	0	0	0	25,257	188,451
51 Johnston	* 1	25,910	0	0	0	0	0	0	0	25,910	785,362
52 Jones		0	0	0	0	0	0	0	0	0	43,395
53 Lee		0	0	0	0	0	0	0	0	0	334,104
54 Lenoir	* 1	14,012	0	0	0	0	0	0	0	14,012	412,510
55 Lincoln		0	0	0	0	0	0	0	0	0	314,743
56 Macon		0	0	0	0	0	0	0	0	0	187,506
57 Madison	* 1	8,031	0	0	0	0	0	0	0	8,031	82,044
D4 M-T-W	* 1	1,320	0	0	0	0	0	0	0	1,320	258,127
60 Mecklenburg	* 1	103,654	0	0	0	0	0	0	0	103,654	3,734,652
62 Montgomery	* 1	6,194	0	0	0	0	0	0	0	6,194	176,330
63 Moore		0	0	0	0	0	0	0	0	0	324,126
64 Nash	* 1	4,165	0	0	0	0	0	0	0	4,165	555,595
65 New Hanover		0	0	0	0	0	0	0	0	0	558,296

66 Northampton	* 1	3,602	0	0	0	0	0	0	0	3,602	102,423
67 Onslow		0	0	0	0	0	0	0	0	0	1,238,292
68 Orange		0	0	0	0	0	0	0	0	0	0
69 Pamlico		0	0	0	0	0	0	0	0	0	54,054
71 Pender		0	0	0	0	0	0	0	0	0	278,010
73 Person	* 1	2,498	0	0	0	0	0	0	0	2,498	192,770
74 Pitt	* 1	13,539	0	0	0	0	0	0	0	13,539	866,721
75 Polk		0	0	0	0	0	0	0	0	0	43,362
76 Randolph	* 1	24,079	0	0	0	0	0	0	0	24,079	630,355
77 Richmond	* 1	4,590	0	0	0	0	0	0	0	4,590	354,194
78 Robeson		0	0	0	0	0	0	0	0	0	728,037
79 Rockingham		0	0	0	0	0	0	0	0	0	417,822
80 Rowan	* 1	12,384	0	0	0	0	0	0	0	12,384	493,524
D5 R-P-M		0	0	0	0	0	0	0	0	0	0
82 Sampson	* 1	5,146	0	0	0	0	0	0	0	5,146	371,365
83 Scotland	* 1	13,018	0	0	0	0	0	0	0	13,018	299,920
84 Stanly	* 1	678	0	0	0	0	0	0	0	678	297,264
85 Stokes		0	0	0	0	0	0	0	0	0	154,339
86 Surry	* 1	14,937	0	0	0	0	0	0	0	14,937	335,952
87 Swain	* 1	8,286	0	0	0	0	0	0	0	8,286	68,082
D6 Toe River	* 1	1,744	0	0	0	0	0	0	0	1,744	236,290
88 Transylvania		0	0	0	0	0	0	0	0	0	109,424
90 Union	* 1	8,135	0	0	0	0	0	0	0	8,135	598,483
92 Wake		0	0	0	0	0	0	0	0	0	2,973,168
93 Warren	* 1	13,756	0	0	0	0	0	0	0	13,756	109,797
96 Wayne	* 1	6,812	0	0	0	0	0	0	0	6,812	801,713
97 Wilkes	* 1	7,038	0	0	0	0	0	0	0	7,038	326,711
98 Wilson	* 1	3,393	0	0	0	0	0	0	0	3,393	491,524
99 Yadkin		0	0	0	0	0	0	0	0	0	196,812
Totals		742,364	0	0	0	0	0	0	0	742,364	41,653,930

DocuSigned by: Sign and Date - DPW Program Administrator <i>Jim Lovenduski</i> 6/28/2020 5:11	DocuSigned by: Sign and Date - DPW Section Chief <i>PK Ratz</i> 6/29/2020 9:15 AM EDT
DocuSigned by: Sign and Date - DPW Contracts Office <i>Shirley Smith</i> 6/29/2020 9:41	DocuSigned by: Sign and Date - DPW Budget Officer <i>Andrea Ward</i> 6/29/2020 12:11 PM EDT

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 10.557 Federal awd date: 10/1/18 Is award R&D? no FAIN: 205NC705W1003 Total amount of fed awd: \$

CFDA Special Supplemental Nutrition Program for name: Women, Infants and Children
 Fed award project description: Women, Infants & Children (2 Year)
 Fed awarding agency: USDA, Food and Nutrition Service
 Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	\$746,262	Jackson	019728518	25,257	\$188,451
Albemarle	130537822	10,856	\$785,874	Johnston	097599104	25,910	\$785,362
Alexander	030495105	=	\$137,016	Jones	095116935	=	\$43,395
Anson	847163029	=	\$137,412	Lee	067439703		\$334,104
Appalachian	780131541	11,364	\$314,260	Lenoir	042789748	14,012	\$412,510
Beaufort	091567776	15,188	\$283,289	Lincoln	086869336	=	\$314,743
Bladen	084171628	=	\$203,268	Macon	070626825	=	\$187,506
Brunswick	091571349	19,073	\$533,617	Madison	831052873	8,031	\$82,044
Buncombe	879203560	32,742	\$838,404	MTW	087204173	1,320	\$258,127
Burke	883321205	9,465	\$414,414	Mecklenburg	074498353	103,654	\$3,734,652
Cabarrus	143408289	1,976	\$657,413	Montgomery	025384603	6,194	\$176,330
Caldwell	948113402	17,358	\$377,376	Moore	050988146	=	\$324,126
Carteret	058735804	3,373	\$232,882	Nash	050425677	4,165	\$555,595
Caswell	077846053	=	\$98,406	New Hanover	040029563		\$558,296
Catawba	083677138	=	\$694,782	Northampton	097594477	3,602	\$102,423
Chatham	131356607	=	=	Onslow	172663270	=	\$1,238,292
Cherokee	130705072	54,940	\$183,046	Orange	139209659	=	=
Clay	145058231		\$50,872	Pamlico	097600456	=	\$54,054
Cleveland	879924850	29,079	\$562,095	Pender	100955413	=	\$278,010
Columbus	040040016	5,375	\$278,417	Person	091563718	2,498	\$192,770
Craven	091564294	=	\$509,079	Pitt	080889694	13,539	\$866,721
Cumberland	123914376	=	\$2,286,702	Polk	079067930	=	\$43,362
Dare	082358631	\$9,654	\$122,862	Randolph	027873132	24,079	\$630,355
Davidson	077839744	=	\$620,210	Richmond	070621339	4,590	\$354,194
Davie	076526651	=	\$146,520	Robeson	082367871	=	\$728,037
Duplin	095124798	12,521	\$424,197	Rockingham	077847143	=	\$417,822
Durham	088564075	=	=	Rowan	074494014	12,384	\$493,524
Edgecombe	093125375	=	\$317,196	Sampson	825573975	5,146	\$371,365
Foothills	782359004	=	\$560,077	Scotland	091564146	13,018	\$299,920
Forsyth	105316439	9,561	\$1,600,284	Stanly	131060829	678	\$297,264
Franklin	084168632	21,750	\$267,270	Stokes	085442705	=	\$154,339
Gaston	071062186	=	\$794,772	Surry	077821858	14,937	\$335,952
Graham	020952383	=	\$61,380	Swain	146437553	8,286	\$68,082
Granville-Vance	063347626	15,100	\$561,790	Toe River	113345201	1,744	\$236,290
Greene	091564591	15,503	\$162,875	Transylvania	030494215	=	\$109,424
Guilford	071563613	49,043	\$2,465,829	Union	079051637	8,135	\$598,483
Halifax	014305957	30,845	\$350,329	Wake	019625961	=	\$2,973,168
Harnett	091565986	5,589	\$557,672	Warren	030239953	13,756	\$109,797
Haywood	070620232	=	\$232,254	Wayne	040036170	6,812	\$801,713
Henderson	085021470	26,946	\$375,724	Wilkes	067439950	7,038	\$326,711
Hoke	091563643	=	\$338,382	Wilson	075585695	3,393	\$491,524
Hyde	832526243	1,039	\$18,463	Yadkin	089910624	=	\$196,812
Iredell	074504507	1,846	\$615,844				

Carteret County

AS400

Budget Amendment

Fiscal Year 2020-2021

Department: WIC

Date: 7/1/2020

Justification: The Nutrition Services Branch offered a special funding opportunity to local WIC agencies. Carteret County WIC Department was awarded \$9,538. The funds will be used to acquire equipment and supplies, allowing the agency to provide remote services in response to COVID-19, and to continue with the objective of the WIC Nutrition Program.

NOTE: Whole dollars only, no cents

Fund	Revenue or Expense	Description: Account Name	Account Number (County General Ledger)	Increase	Decrease
General Fund	Revenues				
	WIC	State WIC Client Services	110.50.3515.306	9,538	
Total Increase in Revenues				<u>9,538</u>	<u>-</u>
Expenditures					
		WIC Client Services Supplies and Materials	110.50.5155.20000	3,178	
		WIC Client Services Small Equipment	110.50.5155.28000	5,360	
		WIC Client Services Repair and Building	110.50.5155.35000	1,000	
Total Increase Expenditures				<u>9,538</u>	<u>-</u>

Approval Chairman, Board of Commissioners _____

Date: _____

IV. Consent Agenda

11. Approval of Engineering Services Contract with Atlantec Engineering &
Approval of Corresponding Budget Amendment: \$20,000

GENERAL SERVICES

Aaron Elms
Director

Phone (252)648-7877



5231 Business Dr.
Newport, NC

MEMORANDUM

DATE: 7/20/2020
TO: Board of Commissioners
CC: Tommy Burns, County Manager
Gene Foxworth, Assistant County Manager
FROM: Aaron Elms, General Services Director
RE: Award of County Courthouse A/C Engineering Project – Atlantec Engineers, PA

Carteret County Public Buildings requested engineering assistance with updating the failing cooling system in the Carteret County Courthouse in Beaufort. The existing cooling tower is no longer functional and will require an engineer to provide specifications and guidance for replacement of the currently outdated system. We were able to negotiate cost down to a final cost \$20,000 for the required design, drawings and scope of work layout required to bid this project. We recommend award of the attached contract with Atlantec Engineers, PA.

Please let me know if you have any questions.

INFORMAL CONTRACT

**County of Carteret, NC
Engineering Services
302 Courthouse Square
Beaufort, NC 28516**

SCOPE OF WORK

Provide Engineering Services for the Carteret County Courthouse Cooling Tower Replacement located at 302 Courthouse Square, Beaufort, NC 28516.

The Engineer shall provide engineering services for the following:

- Sizing of new tower will be based on load of connected equipment.
- Provide options for new cooling tower location and type for evaluation by the County prior to start of design.
- Provide mechanical and electrical engineering documents to meet the scope of work.
- Review product submittals.
- Conduct one final inspection.
- Provide closeout and other record documents.
- The engineer will not employ or engage any subcontractors for this scope of service.
- The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a proposal, that the Engineer has visited the site of the Work, and has satisfied himself relative to the services to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The engineer shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work.
- b) No changes shall be made in the Work except upon written approval and change order by Director, Carteret County General Services.
- c) If at any time during the design and completion of the work covered by these contract documents, the conduct of any worker of the various crafts be adjudged a nuisance to the Owner or if any worker be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

CODES, PERMITS AND INSPECTIONS

- a) All design work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

- a) The engineer shall be responsible for any damage to the Owner's property on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The engineer shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

TAXES

- a) Carteret County is not exempt from North Carolina State Sales and Use Taxes on labor, material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap about any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals

without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.
- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and
\$100,000 --- Property Damage Liability or 1,000,000 per occurrence /\$2,000,000 aggregate-
Combined Single Limit Bodily Injury and Property Damage.

- (c) The Contractor upon execution of this Contract shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICE FOR PAYMENT

- a) Payment will be made in one lump sum within thirty (30) consecutive days after acceptance of the work and the submission of the invoice, which are to include the contract, account and job order numbers.
- b) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

**Ray Farnum
Project Manager
Carteret County Government
5231 Business Drive, Newport, NC 28570
252-241-6913**

- c) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be under this Contract on a date to be specified in written order from the County and or shall fully complete all work **hereunder by July 31, 2020** as will be stated in the Notice to Proceed for this contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities services are furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

No temporary services required.

INSTRUCTIONS FOR WORKING ON COUNTY PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one week written notice to the Public Building Manager.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on County property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from county property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by County Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to County property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-648-7878) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are damaged or encountered, contact the Public Works Department (252-648-7878) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the County to properly locate utilities, the contractor will be reimbursed.
- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-648-7877). One week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

N/A

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the County to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The County has established efforts to record participation of such Enterprises by the attached "Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS". The Contractor shall include the attached Appendix E with each pay application.
- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor" "its subcontractors" and "comply" shall have the meanings intended by NCGS 153A-499 (b). The County is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

INDEMNIFICATION

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit.

PERFORMANCE AND PAYMENT BONDS

A Performance Bond is not required.

A Payment Bond is not required.

PRE-CONSTRUCTION CONFERENCE

The owner requires a pre-construction conference to review project with contractor. Date will be set after award of contract.

PROJECT SCHEDULE

The owner may require a project schedule to show dates for planned work phases and completion date.

SUMMARY OF PAPERWORK

Prior to Award

- 1 – Submit Certificate of Insurance for liability and Worker's Compensation.
- 2 – Submit Iran Divestment Act Certification.

After Award

- 1 – Submit Project Schedule
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.

Final Payment

- 1 – Submit invoice only after work is complete.
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.

PROPOSAL AND CONTRACT

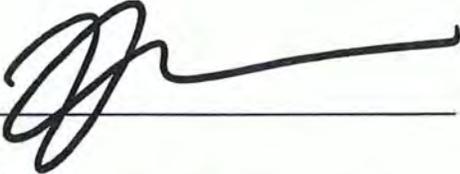
Engineering Services for the Carteret County Courthouse Cooling Tower Replacement

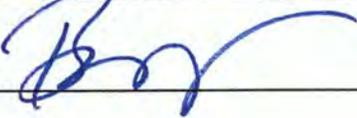
The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Carteret County for the furnishing construction documents and specification necessary to complete the Engineering Services for the Carteret County Courthouse Cooling Tower Replacement described in these documents and to the full and entire satisfaction of Carteret County for the sum of:

\$20,000.00

Contractor: **Atlantec Engineers, PA**

Federal ID#: 56-1807156

By: 

Witness: 

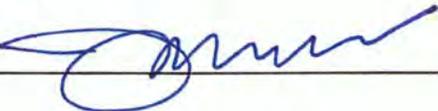
Title: President
(Owner, partner, corp. Pres. or Vice President)

Address: 3211 Blue Ridge Rd. Suite 113, Raleigh, NC 27612

Attest: *(corporation)*

Email Address: david@atlantecengineers.com

(Corporate Seal)

By:  License #: _____

Title: Secretary
(Corporation Secretary)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

COUNTY OF CARTERET

Tommy Burns, County Manager

(Seal)

Alantec Engineers, PA



Authorized Representative

(Seal)

David J Whitney

Printed Name
President

Title

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

Approved as to form:

Dee Meshaw, County Finance Officer

Rob Wheatly, County Attorney

NORTH CAROLINA
COUNTY OF CARTERET GOVERNMENT

I, _____ a Notary Public of the State and County aforesaid certify that
Tommy Burns acknowledged that he is the County Manager of County of Carteret, and that authority
duly given as the act of the Board signed the foregoing instrument signed in its name by the County
Manager, sealed with its corporate seal.

WITNESS my hand and official seal, this ___ day of _____, 2019

Notary Public

My Commission expires: _____

Carteret County

Budget Amendment

Fiscal Year 2020-21

Department: Public Buildings

Date: 7/20/2020

Justification: Appropriate funds for HVAC engineering services

Fund		Description	Account Number	Increase
General Fund	Revenues	Fund Balance	110.00.3990.990	<u>20,000</u>
	Total Increase in Revenues			<u><u>20,000</u></u>
	Expenditures	Maintenance	110.00.4260.35000	<u>20,000</u>
	Total Increase Expenditures			<u><u>20,000</u></u>

Approval Chairman, Board of Commissioners _____

Date: _____

IV.

Consent Agenda

12. Approval of the Following Contracts for the Tax Department:

- a. Contract with Pictometry for Real Estate Imagery
- b. Contract with Vincent Valuations for Commercial Appraisal Valuations
- c. Contract with Vincent Valuations for Reappraisal Services for the 2024 Reappraisal

Carteret County Tax Department

Appraisal: (252) 728-8485
Personal Property: (252) 728-8535
Business Personal: (252) 728-8483
Collections: (252) 728-8525
Mapping/GIS: (252) 728-8490



Sarah T. Davis
Tax Administrator
Tel: (252) 728-8535
Fax: (252) 728-8588
CC Payments Online or by Phone
www.carteretcountytax.com
1-888-544-9433

Memorandum

To: Board of Commissioners
Tommy Burns

From: Sarah Davis
Tax Administrator

Re: Contracts for Approval

Date: July 6, 2020

Attached are three contracts that were approved in the 2021 budget which need the Board's approval. One contract is with Pictometry which the tax office uses for real estate imagery purposes. The other two contracts are with Vincent Valuations. One contract is for commercial services until the vacant Commercial Appraiser position can be filled. The other contract is for reappraisal services for the 2024 reappraisal.

IV. Consent Agenda

12. Approval of the Following Contracts for the Tax Department:

a. Contract with Pictometry for Real Estate Imagery

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 CARTERET COUNTY, NC (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
County Administration Building	25 Methodist Hill Drive
Beaufort, NC 28516	Rochester, NY 14623
Attn: Allen Willis,	Attn: General Counsel
Phone: (252) 728-8584 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CARTERET COUNTY, NC	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C17378752

BILL TO
Carteret County, NC
Allen Willis,
County Administration Building
Beaufort, NC 28516
(252) 728-8584
allenw@carteretcountygov.org

SHIP TO
Carteret County, NC
Allen Willis,
County Administration Building
Beaufort, NC 28516
(252) 728-8584
allenw@carteretcountygov.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119805	jwilson	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
335	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% – Long Term Incentive Discount)	\$120,600.00
368	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00	\$144.00 (10% – Long Term Incentive Discount)	\$52,992.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
703	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$178,542.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
335	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% – Long Term Incentive Discount)	\$120,600.00
368	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00	\$144.00 (10% – Long Term Incentive Discount)	\$52,992.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
703	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$178,542.00

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
335	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% – Long Term Incentive Discount)	\$120,600.00
368	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated	\$160.00	\$144.00 (10% – Long Term Incentive Discount)	\$52,992.00

		photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
703	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
SUBTOTAL – THIRD PROJECT					\$178,542.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$535,626.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys’ fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	\$89,271.00
Due at First Anniversary of Shipment of Imagery	\$89,271.00
Total Payments	\$178,542.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$89,271.00
Due at First Anniversary of Shipment of Imagery	\$89,271.00
Total Payments	\$178,542.00

THIRD PROJECT

Due at Initial Shipment of Imagery	\$89,271.00
Due at First Anniversary of Shipment of Imagery	\$89,271.00
Total Payments	\$178,542.00

PRODUCT PARAMETERS

FIRST PROJECT IMAGERY

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Allen Willis
Admin User Email: allenw@carteretcountygov.org
Geofence: NC Carteret (Primary Geofence)

SECOND PROJECT IMAGERY

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Allen Willis
Admin User Email: allenw@carteretcountygov.org
Geofence: NC Carteret (Primary Geofence)

THIRD PROJECT IMAGERY

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Allen Willis
Admin User Email: allenw@carteretcountygov.org
Geofence: NC Carteret (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE
LICENSE AGREEMENT

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4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of North Carolina in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Essentials+ Property deliverables

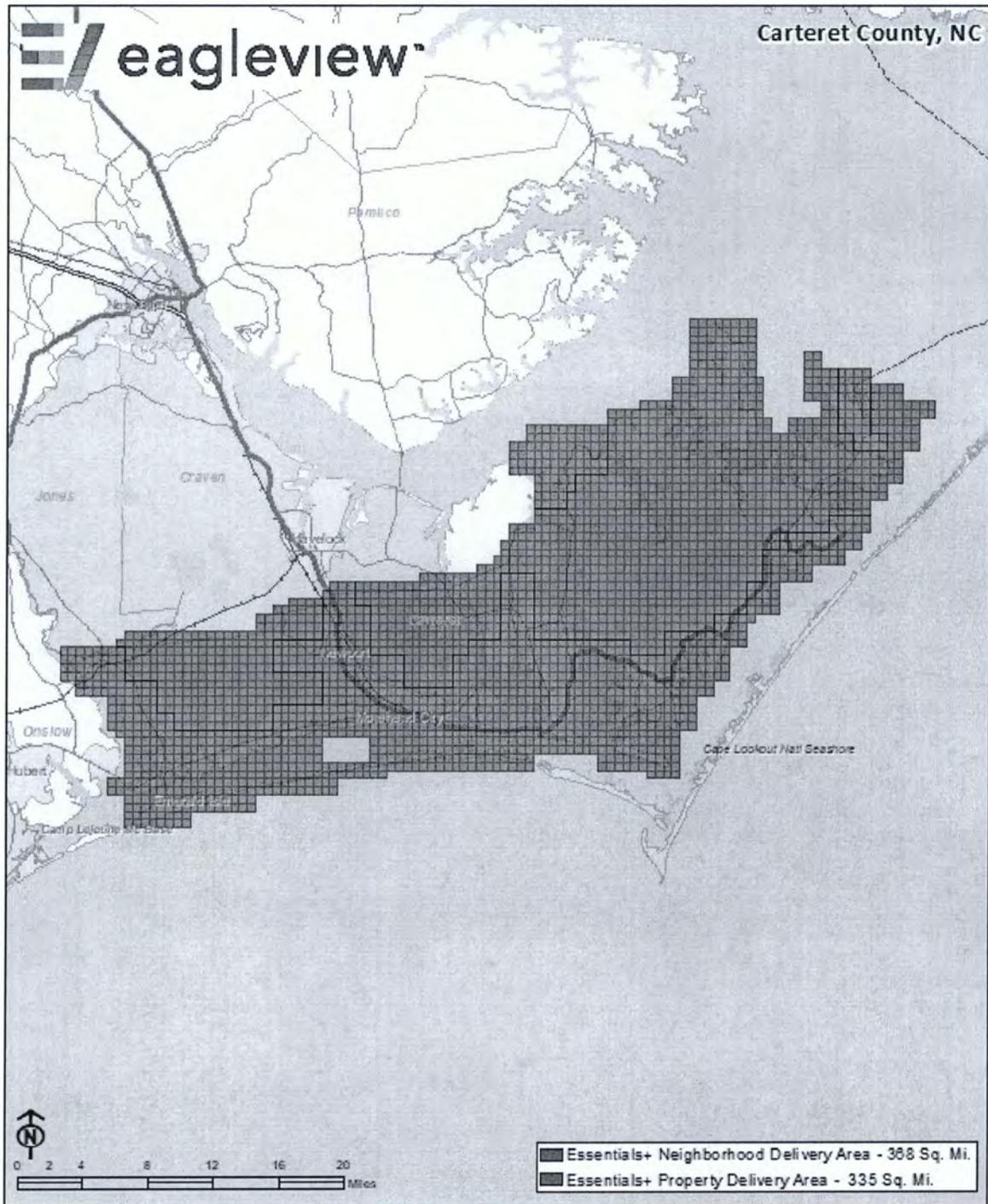
Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Neighborhood deliverables

Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> Resolution at 6in GSD Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 6in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata

Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> • Resolution at 6in GSD Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • Resolution at 6in GSD Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)



IV. Consent Agenda

12. Approval of the Following Contracts for the Tax
Department:

b. Contract with Vincent Valuations for Commercial Appraisal Valuations



To: Sarah Davis
Tax Administrator

Mrs. Davis,

I am writing to describe the scope of work and accompanied fees for the contract start date of July 1 2020. If you have any questions, please feel free to contact me.

Scope of Work

The below daily rates will be locked in for the duration of the 2021 fiscal year. Vincent Valuations will ensure Carteret County performs essential appraisal functions seamlessly. It will also ensure Carteret County has ample staffing within the tax office.

Position Titles	Rate Per Day
Reappraisal Project Oversight Manager	\$1300
NC Certified Commercial Appraiser	\$650
Quality Control Assistant/Data Entry	\$450

Quality and Quantity Expectations

All employees under the contract are required to perform within the same quality and quantity of county staff that hold similar positions. Any employee who is within the training period will also be held to the same production standards as a county employee in similar position. Should any contract employee be unable to perform the standards set forth by the Carteret County Tax Administration office a replacement is expected within 30 days of removal. Standards will be provided during orientation to all contract staff members.

Project Expectations

- Provide county with qualified staff to assist in commercial appraisal
- Complete commercial new construction permit work
- Complete list and measure of commercial properties
- Provide county with general reappraisal project management
- Assist with commercial workorder and customer service
- Perform valuation review on commercial properties
- Run reports and analysis of data
- Assist with commercial appeals and testimony before the BER and PTC
- Assist with development of the schedule of values for commercial
- Assist with development of commercial land and building models
- Project management of commercial appraisal staff including training
- Assist in the refining of appraisal neighborhoods for the next general reappraisal
- Provide the county guidance in best practices and process to efficiently and effectively complete the general reappraisal
- Assist in public relation and outreach programs related to reappraisal

**NORTH CAROLINA
CARTERET COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July, 2020, by and between the **COUNTY of Carteret**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **Vincent Valuations LLC** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.
2. **TERM OF CONTRACT.** The Term of this contract for services is from 7/1/20 to 6/30/21 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Thirty Seven Thousand Two Hundred Thirty Eight (\$37,238) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1 (Scope Of Work Proposal). Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of

damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

6.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

6.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than \$1,000,000 per accident for bodily injury and property damage.

6.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. TERMINATION.

7.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONTRACTOR shall

constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more or all of the following actions:

1. Give CONTRACTOR written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the COUNTY for damages caused by the CONTRACTOR'S Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

8. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
9. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. Computer work stations located within the County Tax Office will be made available to the CONTRACTOR for the duration of this contract.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.
11. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
12. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
13. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations in North Carolina mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within two (2) weeks of the request for them.

14. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Contract or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Carteret County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his or her designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Carteret County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Carteret and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

15. EXISTENCE. CONTRACTOR warrants that it is a Limited Liability Company or other legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.

16. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

17. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF CARTERET
302 Courthouse Square
BEAUFORT, NC 28516

CONTRACTOR
ATTN: Ryan Vincent
226 COWAND RD
Merry Hill, NC 27957

19. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

20. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Carteret and the State of North Carolina.

21. ENTIRE CONTRACT. This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

22. COUNTY IDENTIFICATION. The county shall provide the contractor with county issued identification cards for use in field work.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF CARTERET

Name and Title

Print Name/Title: _____

CONTRACTOR

By: _____
Authorized Representative

Print Name/Title: _____

ATTACHMENT 1

IV. Consent Agenda

12. Approval of the Following Contracts for the Tax Department:

- c. Contract with Vincent Valuations for Reappraisal Services for the 2024 Reappraisal



VINCENT
VALUATIONS

To: Sarah Davis
Tax Administrator

Mrs. Davis,

I am writing to describe the scope of work and accompanied fees for the contract start date of July 1, 2020. If you have any questions, please feel free to contact me.

Scope of Work

The below daily rates will be locked in for the duration of the 2024 reappraisal. Vincent Valuations will ensure Carteret County performs essential appraisal functions seamlessly. It will also ensure Carteret County has ample staffing within the tax office.

Position Titles	Rate Per Day
Reappraisal Project Oversight Manager	\$1300
NC Certified Commercial Appraiser	\$650
NC Certified Residential Appraiser	\$550
Quality Control Assistant/Data Entry	\$450
Residential Data Collection	\$18 per parcel
Residential Value Review	\$4 per parcel
Commercial Value Review	\$15 per parcel

Quality and Quantity Expectations

All employees under the contract are required to perform within the same quality and quantity of county staff that hold similar positions. Any employee who is within the training period will also be held to the same production standards as a county employee in similar position. Should any contract employee be unable to perform the standards set forth by the Carteret County Tax Administration office a replacement is expected within 30 days of removal. Standards will be provided during orientation to all contract staff members.

Project Expectations

- Provide county with qualified staff to assist in residential and commercial appraisal
- Complete list and measure of residential and commercial properties
- Provide county with general reappraisal project management
- Perform valuation review on residential and commercial properties
- Run reports and analysis of data
- Assist in software conversion from ACS CAMA software
- Data entry of residential and commercial work
- Assist with residential and commercial appeals and testimony before the BER and PTC
- Assist with development of the schedule of values
- Assist with development of residential/commercial land and building models
- Project management of residential commercial appraisal staff including training
- Assist in the refining of appraisal neighborhoods for the next general reappraisal
- Provide the county guidance in best practices and process to efficiently and effectively complete the general reappraisal
- Assist in neighborhood delineation
- Assist in public relation and outreach programs related to reappraisal

**NORTH CAROLINA
CARTERET COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July, 2020, by and between the **COUNTY of Carteret**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **Vincent Valuations LLC** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.
2. **TERM OF CONTRACT.** The Term of this contract for services is from 7/1/20 to 6/30/24 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed One Million Two Hundred Forty Six Thousand (\$1,246,000) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1 (Scope Of Work Proposal). Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of

damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

6.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

6.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than \$1,000,000 per accident for bodily injury and property damage.

6.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. TERMINATION.

7.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONTRACTOR shall

constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more or all of the following actions:

1. Give CONTRACTOR written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the COUNTY for damages caused by the CONTRACTOR'S Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

8. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
9. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. Computer work stations located within the County Tax Office will be made available to the CONTRACTOR for the duration of this contract.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.
11. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
12. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
13. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations in North Carolina mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within two (2) weeks of the request for them.

14. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Contract or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Carteret County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his or her designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Carteret County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Carteret and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

15. EXISTENCE. CONTRACTOR warrants that it is a Limited Liability Company or other legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.

16. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

17. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF CARTERET

302 Courthouse Square

BEAUFORT, NC 28516

CONTRACTOR

ATTN: Ryan Vincent

226 COWAND RD

Merry Hill, NC 27957

19. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

20. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Carteret and the State of North Carolina.

21. ENTIRE CONTRACT. This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

22. COUNTY IDENTIFICATION. The county shall provide the contractor with county issued identification cards for use in field work.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF CARTERET

Name and Title

Print Name/Title: _____

CONTRACTOR

By: _____
Authorized Representative

Print Name/Title: _____

ATTACHMENT 1

IV. Consent Agenda

13. Covid Funding: Approval of Two Temporary Public Health Nurses & Approval of Corresponding Budget Amendment: \$80,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Stephanie Cannon, Public Health Director
Date: July 20, 2020
Subject: COVID19 Funding and Health Department Temporary Positions

Attached for your consideration is an \$80,000 budget amendment appropriating additional COVID19 funds for the County Health Department. In addition, the Health Department is requesting the Board authorize two temporary public health nurses specifically for COVID 19 workload. If approved the positions will be part time with no benefits. The request has been reviewed by Human Resources, Health Department, Finance, and County Manager's Office. The attached budget amendment and two temporary positions are recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-21

Department Health Department

Date: 7/20/2020

Justification: Appropriate COVID funding for temporary public health staffing

Fund		Description	Account Number	Increase
General Fund	Revenues	COVID CFDA 93.323	110.50.3511.200	34,189
		COVID Funding	110.50.3511.200	<u>45,811</u>
		Total Increase in Revenues		<u><u>80,000</u></u>
	Expenditures	Salaries CFDA 93.323	110.50.5110.12100	34,189
		Salaires COVID funding other	110.50.5110.12100	39,811
		Fica COVID	110.50.5110.18100	<u>6,000</u>
		Total Increase Expenditures		<u><u>80,000</u></u>

Approval Chairman, Board of Commissioners _____

Date: _____

CARTERET COUNTY
Board of Commissioners



Agenda Item V.

Meeting Date:
20-Jul-20

Presenter:
Senator Sanderson

ITEM TO BE CONSIDERED

Title: Presentation by Senator Norm Sanderson

Brief Summary:

Senator Norm Sanderson will make a brief presentation.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department

County Manager's Office

Attachments:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

Tommy Burns/Rachel Hammer

REVIEWED BY

County Manager _____ X
Clerk to the Board _____ X

County Attorney _____
ACM/Finance Director _____ X

CARTERET COUNTY
Board of Commissioners



Agenda Item
VII.

Meeting Date:
20-Jul-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Approval of Application to Request the Naming of the North River Bridge to the Commissioner Jonathan Robinson Bridge

Brief Summary:

Chairman Smith will provide background on the process required to request that the North River Bridge be named the Commissioner Jonathan Robinson Bridge

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: Motion to submit the application requesting that the North River Bridge be named the Commissioner Jonathan Robinson Bridge

BACKGROUND

Originating Department
County Manager's Office

- Attachments:**
- 1 Copy of Application
 - 2 _____
 - 3 _____
 - 4 _____
 - 5 _____

Staff Contact:
Tommy Burns/Rachel Hammer

REVIEWED BY

County Manager _____ X
Clerk to the Board _____ X

County Attorney _____
ACM/Finance Director _____ X



Road, Bridge, Ferry Naming or Designation Application

Date: *7/20/2020*

Information about Yourself	
Your Name: <i>Bill Smith, Chairman/Carteret County Commissioners</i>	Phone Number: <i>252-728-8450</i>
Mailing Address: <i>302 Courthouse Square, Beaufort, NC 28516</i>	Alternate Phone Number: <i>252-728-8580</i>
Relationship to Honoree: <i>Previous Fellow Commissioner</i>	Email Address: <i>rachel.hammer@carteretcountync.gov</i>

Information about What You Want to Have Named	
Do You Wish to Name/Designate a Road, Bridge or Ferry? <i>Bridge</i>	
If a road or bridge, is it currently under construction? <i>In order for a road or bridge to be named in honor of an individual, that road or bridge must be already constructed, or within 3 months of its expected construction completion date. (See Section III. B. in the Honorary Designations of State Transportation Assets Policy)</i>	<i>No</i>
County: <i>Carteret</i>	Route: <i>Hwy 70 Bettie, Beaufort, NC</i>
Description: <i>If a road request, please include preferred section (Point A to Point B), and if a bridge request, please include what the bridge crosses. For road requests, the distance of the proposed dedication should be 5 miles or less. Law enforcement officers will be honored with bridge dedications in lieu of highways. Also indicate if you would like to name (changes addresses) or designate (honorary title) the facility – designations are most common (See Section II and III. in Policy)</i>	



Road, Bridge, Ferry Naming or Designation Application

The North River Bridge is the only direct route connecting Morehead City and Beaufort, along with other cities, to Down East Carteret County. It spans about 1,000 feet over the North River and carries two lanes of traffic, one in each direction. It is a segment of Highway 70 and the only roadway connection between Down East and the rest of the County.

Information about the Honoree (Person for whom the Road, Bridge or Ferry Naming or Designation Request is being made)

Honoree's Name: *Marvin Jonathan Robinson*

1. **If approved, what is the preferred name you would like to have on the sign?**
Names can include one title, one given name and initial, a surname, and a suffix. (See Section II. B. in Policy) "Memorial" is no longer included on signs.

Commissioner Jonathan Robinson Bridge

2. **Is the honoree living or deceased?**
If deceased, please provide date of death: To qualify for a road, bridge, or ferry naming or designation, an honoree must be either living, or be deceased longer than one year but less than 75 years. (See Section II. A. in Policy)

deceased

5/28/2020

3. **Is the honoree currently serving or seeking a term as an elected official?**

If so, please indicate what kind of office.
To qualify for a road, bridge, or ferry naming or designation, an honoree must not be currently seeking or serving a term as a federal, state, or local elected official. (See Section II. A. of Policy)

not currently serving or seeking a term as an elected official

Select the office.



Road, Bridge, Ferry Naming or Designation Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Naming or Designation Request is being made)	
<p>4. Is the honoree currently a North Carolina resident?</p> <p>If no, please provide dates when the honoree was a North Carolina resident. <i>To qualify for a road, bridge, or ferry naming or designation, an honoree must be or have been a North Carolina resident. (See Section II. A. in Policy)</i></p>	<p>No</p> <p><i>Deceased as of May 28, 2020; prior to that, he lived his whole life in Carteret County, North Carolina (68 years)</i></p>
<p>5. Has the honoree made notable local, state, and/or national contributions and/or had significant accomplishments? <i>(See Section II. A. in Policy) Later, you will be required to list these.</i></p>	<p>Yes</p>
<p>6. Does the honoree already have a state-owned road, bridge, or ferry named or designated for him or her? <i>To qualify for a road, bridge, or ferry designation, an honoree must not already have a state-owned road, bridge, or ferry designated for him or her. (See Section II. E. in Policy)</i></p>	<p>No</p>
<p>7. Is the honoree a law enforcement officer or first responder killed in the line of duty? <i>Municipal officials, employees, and law enforcement officers (including those killed in the line of duty) should be recognized with a municipally owned bridge, if available and/or feasible (See Section II. B. in Policy)</i></p> <p>If you are requesting a state-owned bridge be named for a local law enforcement officer or first responder, please describe what the circumstances that justify the exception.</p>	<p>No</p> <p>Click here to enter text.</p>
<p>8. Is the honorary designation being requested on the basis of the individual's military service?</p> <p>If yes, which valorous combat decoration has the honoree received?</p>	<p>No</p> <p>Choose an item.</p>



Road, Bridge, Ferry Naming or Designation Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Naming or Designation Request is being made)

Verification of the award will be required at the time the resolution is submitted. *Only recipients of the Medal of Honor, Distinguished Service Cross, Silver Star, Navy Cross, or Air Force Cross are eligible for a road or bridge naming / designation based on military combat service (See Section II. A. of Policy). (Other military personnel are honored by the 1300+ mile Blue Star Memorial Highway Network across North Carolina, See Section V. of Policy.)*

Description: Please describe the background information of the honoree, and list his/her credentials that justify the road, bridge, or ferry naming. These must include notable local, state, and/or national contributions and/or significant accomplishments. (See Sections II. D. and IV. A. in Policy)

Commissioner Robinson served as a Carteret County Commissioner since November of 1998 and represented the Down East community as a County Commissioner for twenty-two years. Commissioner Robinson was the voice for Down East both locally and statewide; he was a commercial fisherman earlier in life and knew the importance of the trade and the need to fight for the rights of the commercial fisherman and to support critical issues that allow its heritage to continue. Commissioner Robinson dedicated his life to the people and the causes of all citizens of Carteret County, but especially those Down East. Commissioner Robinson left an imprint on Carteret County Government and the County at-large by working to maintain low taxes, advance education, support tourism, all while continuing to advocate for the interests of the commercial fisherman. Commissioner Robinson was also appointed to the North Carolina House of Representatives from 1995-1996 and helped to shape State fishery policies.

Support for Proposed Road/Bridge/Ferry Naming

1. Does the proposed naming / designation have strong local support?
Requested naming must have strong local support. Unanimous resolutions from the local governments with jurisdiction, passed in a public forum, will be required. (See Section II. A. in Policy) At a later stage of the review process, you will need to provide at least three letters of recommendation from civic, service, or business organizations that demonstrate this support.

Yes



Road, Bridge, Ferry Naming or Designation Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Naming or Designation Request is being made)	
<i>(See Section IV. B. in Policy)</i>	
<p>2. Does the family of the honoree support the proposed naming / designation? <i>The family must support the proposed naming. (See Section II. A. & Section IV. E. in Policy)</i></p>	Yes
<p>3. Has a source of the \$2000 administrative fee for the sign been identified? <i>The requesting party or local government is responsible for \$2000 towards the cost of the signs. The local government or designee must participate by paying an administrative fee of \$2000. (See Section IV. G. in Policy)</i></p>	Yes

When complete, this form should be emailed to the Road, Bridge or Ferry Naming Committee Service account at roadnaming@ncdot.gov. After reviewing your form, NCDOT staff will contact you to discuss next steps.

**CARTERET COUNTY
Board of Commissioners**

Meeting Date:

20-Jul-20

Presenter:



Agenda Item VIII.

ITEM TO BE CONSIDERED

Title: Public Comment

Brief Summary:

Citizens will be provided three minutes to speak during Public Comment.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department

Attachments:

1 N/A

2

3

4

5

Staff Contact:

REVIEWED BY

County Manager

Clerk to the Board

County Attorney

ACM/Finance Director

CARTERET COUNTY
Board of Commissioners



Agenda
IX.

Meeting Date:
20-Jul-20

Presenter:
Dee Meshaw

ITEM TO BE CONSIDERED

Title: Public Hearing: Bond Order Authorizing the Issuance of \$42,000,000 General Obligation School Bonds

Brief Summary:

Ms. Meshaw, Assistant County Manager & Finance Director, will share information on the steps required to continue with the \$42 Million School Bond Referendum

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) are necessary:

- Motion:** Motion to Open the Public Hearing
- Motion:** Motion to Close the Public Hearing
- Motion:** Motion to Adopt the Bond Order and the Resolution Setting a Special Bond Referendum

BACKGROUND

Originating Department
Finance Department

Staff Contact:
Dee Meshaw

- Attachments:**
- 1 Memo from Ms. Meshaw
 - 2 Bond Order & Clerk Certification
 - 3 Resolution Setting a Special Bond Referendum & Clerk Certification
 - 4 Proposed Extract of Minutes

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: July 20, 2020
Subject: School Bond Referendum Public Hearing and Resolution Adoption

In order to continue with the \$42 million school bond referendum, the following items must occur during the Board of Commissioners meeting. The Board must hold the public hearing and adopt the Bond Order. Also, the Board must adopt the Resolution setting a Special Bond Referendum. The resolution is attached.

RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE CARTERET COUNTY BOARD OF ELECTIONS

WHEREAS, the Board of Commissioners of the County of Carteret, North Carolina (the "*Board of Commissioners*") has adopted the following bond order and such bond order should be submitted to the voters of the County of Carteret, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

"BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CARTERET, NORTH CAROLINA"

NOW, THEREFORE, be it resolved by the Board of Commissioners, as follows:

(1) For the purpose of determining the question whether the qualified voters of the County of Carteret, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation School Bonds of the County authorized by said bond order, which indebtedness shall be secured by a pledge of the County's full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said County at a special bond referendum to be held in said County on November 3, 2020.

(2) The Clerk to the Board of Commissioners is hereby authorized and directed to publish a notice of said referendum which shall be in substantially the form entitled "**COUNTY OF CARTERET, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM,**" attached hereto. Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days, and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Carteret County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the County of Carteret, North Carolina and will contain the following words:

"SHALL the order authorizing \$42,000,000 of bonds plus interest to pay the capital costs of improving, renovating, replacing and equipping school facilities, including without limitation school buildings, safety and security measures, maintenance/transportation facilities, athletic and physical education buildings and facilities, and acquiring land for future school needs and other necessary rights-in-land for the Carteret County school system, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?";

with squares labeled "**YES**" and "**NO**" beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The Clerk to the Board of Commissioners shall mail or deliver a certified copy of this resolution to the Carteret County Board of Elections within three days after this resolution is adopted.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

ADOPTED this 20th day of July, 2020.

Bill Smith, Chairman

Rachel Hammer
Clerk to Commissioners

STATE OF NORTH CAROLINA)
)
COUNTY OF CARTERET) SS:

I, *Rachel Hammer*, Clerk to the Board of Commissioners of the County of Carteret, North Carolina **DO HEREBY CERTIFY** the foregoing to be a true and accurate copy of a Resolution entitled, **“RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE CARTERET BOARD OF ELECTIONS”** adopted by the Board of Commissioners at a meeting held on the 20th day of July, 2020.

Clerk to the Board of Commissioners
County of Carteret, North Carolina

EXTRACTS FROM MINUTES OF BOARD OF COMMISSIONERS

Extract of Minutes of a regular meeting of the Board of Commissioners of the County of Carteret, North Carolina held in the Commissioners' Boardroom on the Second Floor of the Administration Building located at 302 Court House Square, Beaufort, North Carolina at 6:00 p.m. on July 20, 2020.

* * *

A regular meeting of the Board of Commissioners of the County of Carteret, North Carolina (the "Board of Commissioners") was held in the Commissioners' Boardroom on the Second Floor of the Administration Building located at 302 Court House Square, Beaufort, North Carolina at 6:00 p.m. on July 20, 2020 (the "Meeting"), after proper notice, and was called to order by the Chairman, and upon the roll being called, the following members of the Board of Commissioners answered present: _____

The following members of the Board of Commissioners were absent: _____.

Also present: _____.

* * * * *

The Clerk to the Board of Commissioners reported to the Board of Commissioners that the bond order entitled "**BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CARTERET, NORTH CAROLINA**" was introduced at a meeting of the Board of Commissioners on June 15, 2020 and was published on July 08, 2020, with notice that the Board of Commissioners would hold a public hearing thereon on July 20, 2020 at 6:00 p.m., or as soon thereafter as practicable. The Clerk to the Board of Commissioners also reported that there had been filed in the Clerk to the Board of Commissioners' office a statement of debt complying with provisions of the Local Government Bond Act.

Commissioner _____ moved that the Board of Commissioners hold a public hearing on the bond order. The motion was unanimously adopted. The Clerk to the Board of Commissioners distributed the bond order and the published notice of hearing to all requesting them.

At ___ o'clock p.m., the Chairman announced that the Board of Commissioners would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation School Bonds.

After the Board of Commissioners had heard all persons who requested to be heard in connection with the foregoing question, Commissioner _____ moved that the public hearing be closed. The motion was unanimously adopted.

Commissioner _____ moved that the Board of Commissioners adopt the bond order without change or amendment and direct the Clerk to the Board of Commissioners to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF \$42,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CARTERET, NORTH CAROLINA**" which was introduced at the meeting of the Board of Commissioners held on June 15, 2020. The motion was unanimously adopted.

STATE OF NORTH CAROLINA)
)
COUNTY OF CARTERET) ss:

I, *Rachel Hammer*, Clerk to the Board of Commissioners of the County of Carteret, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of an extract of the minutes reflecting the holding of a public hearing and the adoption of a bond order by the Board of Commissioners of the County of Carteret, North Carolina, at a meeting held on the 20th day of July, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County, this the 20th day of July, 2020.

(SEAL)

Clerk to the Board of Commissioners
County of Carteret, North Carolina

CARTERET COUNTY
Board of Commissioners



Agenda Item
X.

Meeting Date:
20-Jul-20

Presenter:
Tommy Burns

ITEM TO BE CONSIDERED

Title: Manager's Report

Brief Summary:

Mr. Burns will provide a manager's report.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

N/A

BACKGROUND

Originating Department
County Manager's Office

Attachments:
1 N/A
2 _____
3 _____
4 _____
5 _____

Staff Contact:
Tommy Burns

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____



June 23, 2020

Carteret County
Board of Commissioners
302 Court House Square
Beaufort, NC 28516

Attention: The Honorable Bill Smith, Chairman

VIA ELECTRONIC MAIL: wsmith@carteretcountync.gov
AND FOLLOWED BY U.S. MAIL

RE: Request by Assistant County Manager Dee Meshaw to Continue a
Contract Pursuant to Authority Granted by G.S. § 14-234(f)

Dear Chairman Smith and County Commissioners:

By email dated June 5, 2020, to Sharon Edmundson, Director of the Fiscal Management Section of the State and Local Government Finance Division, Carteret County Assistant Manager Dee Meshaw requested my approval to allow a continuance of Carteret County's ("the County") five-year lease of the Down East library branch building. Newly-appointed County Commissioner Chris Chadwick is the building owner and thus the lease violates G.S. § 14-234 (prohibiting a public officer from deriving a direct benefit from a contract with the public agency he serves) and is rendered void. As Chair of the Local Government Commission, I have authority under G.S. § 14-234(f) to allow a void contract to continue until an alternative can be arranged if an immediate termination would harm the public health or welfare, and the approval shall be for the minimum period necessary to protect the public health or welfare. As stated by the North Carolina General Assembly, the availability of library services and facilities is in the general interest of the people of the State, and it is the policy of the State to promote the establishment and development of public library services. (G.S. § 153A-261.) Thus, I conclude that public libraries benefit the public welfare of the State.

Ms. Meshaw explained that the term of the lease ends on June 30, 2023, and the Down East library branch serves a rural area of the County made up of small

maritime communities with no currently available alternative retail space. She further stated that an immediate termination of the library lease would cause a hardship to County citizens, especially senior citizens, young children, and K-12 students by denying them convenient access to books, reading programs, and technology.

This is an unusual situation in that the five-year lease began in 2018, two years before Mr. Chadwick took office as a County Commissioner, and there has been no prohibited benefit conferred upon him until this time. Accordingly, based on the information set forth above, I am allowing the lease to continue with the following conditions:

1. This approval expires upon the earliest of:
 - a) The expiration of the current term of office of Commissioner Chadwick or his earlier departure from the Board of Commissioners;
 - b) The termination of the lease;
 - c) The County finding an alternative location for the Down East library branch; or
 - d) The occurrence of any issue or problem with the lease or the building that results in, or may result in, an adversarial situation between the County and Commissioner Chadwick.

2. The County may not
 - a) negotiate or re-negotiate any lease terms or provisions or
 - b) exercise any existing options,including, but not limited to, rent increases, renewals, extensions, or options to purchase while Commissioner Chadwick is serving on the Board.

In the interest of full disclosure and transparency, we strongly encourage the County Board of Commissioners to inform the public of this lease contract and the conditional approval of its continuance at an open Board meeting.

Please promptly notify our office when the earliest of the events in Condition 1 has occurred.

June 23, 2020

Page 3 of 3

In these difficult times during the pandemic and the resulting economic stress on your County and your communities, please contact us if we can be of service to you. In addition, please accept my sincere condolences on the loss of Commissioner Robinson and extend my deepest sympathies to his family.

Sincerely yours,



Dale R. Folwell, CPA
State Treasurer
Chair, Local Government Commission

DRF/csa

Cc: **VIA ELECTRONIC MAIL**
Commissioner Bill Smith, Chairman
Commissioner Robin Comer, Vice-Chairman
Commissioner Bob Cavanaugh
Commissioner Chris Chadwick
Commissioner Jimmy Farrington
Commissioner Mark Mansfield
Commissioner Ed Wheatly
Tommy Burns, County Manager
Dee Meshaw, Assistant County Manager
Greg C. Gaskins, Secretary, Local Government Commission
Cindy Aiken, Assistant General Counsel, Department of State Treasurer

CARTERET COUNTY
Board of Commissioners



Agenda
Item
XII.

Meeting Date:
20-Jul-20

Presenter:
Board

ITEM TO BE CONSIDERED

Title: Appointments

Brief Summary:

See attached memorandum highlighting appointments; applications attached as noted.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Nominations will be considered for the various vacancies.

BACKGROUND

Originating Department

County Manager's Office

Attachments:

- 1 Memorandum
- 2 Applications
- 3
- 4
- 5

Staff Contact:

Rachel Hammer

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Jimmy Farrington
Mark Mansfield
Ed Wheatly

County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

TO: Board of Commissioners
FROM: Rachel Hammer
SUBJECT: Appointments
DATE: July 20, 2020

The following appointments are noted for discussion at the July 20, 2020 meeting:

Aging Planning Board

Perpetual term of Ex-Officio Non-Voting Member representing Area Agency on Aging due to resignation/replacement of David Rosado

- Tonya Cedars; application attached

Carteret County 911 Communications Advisory Board

Four-year terms of the following expire July 21, 2020:

- Sheriff Frankie Fulcher ("Sheriff's Department"); updated application attached
- Chief Jeffrey Harvey ("Atlantic Beach"); updated application attached
- Chief Bernette Morris ("Morehead City"); updated application attached

No other active applications

Carteret County Community College

Vacant four-year term due to the resignation of Commissioner Chadwick

Active applications:

- Lavonda Daniels; application attached
- Eugene Garner; application attached
- Eric Gregson; application attached
- Dee Meshaw; application attached
- DeeDee Phillips; application attached

Carteret County Library Board

Seven vacant three-year terms due to the newly established Board: One member from each of the six County voting districts and one County Commissioner. The Library Director, County Manager, and County Finance Officer will serve as ex-officio, non-voting members.

Active applications:

- Commissioner Mansfield ("Commissioner Representative"); no application required
- Edward Harris ("Commissioner Farrington's District"); application attached
- Bernette Morris ("Commissioner Comer's District"); application attached
- Alex Russell ("Commissioner Cavanaugh's District"); application attached
- Anna Smith ("Commissioner Wheatly's District"); application attached
- Allison DuBuisson ("Commissioner Wheatly's District"); application attached

Other Active Application:

- Loretta Mott ("Commissioner Mansfield's District"); application attached

Carteret County Planning Commission

Three-year term of Bruce Rogers expired July 18, 2020; updated application attached

Vacant three-year term

Active applications:

- Eric Gregson
- Jim Henderson
- Trapas Pratt

Coastal Carolina Regional Airport Authority

Vacant Ex-Officio Member; no specific term

Active application:

- Tommy Burns

Cultural & Recreational Advisory Board

Vacant three-year term (Commissioner Comer's Representative)

- Jennifer Maready; application attached

Vacant three-year term (Commissioner Farrington's Representative)

- Alyssa Hayden; application attached

Vacant Carteret Community College President ex-officio term

- Dr. Tracy Mancini; application attached

Juvenile Crime Prevention Council ("JCPC")

Two-year terms of the following expired June 30, 2020; recommendation letter from Mr. Bill Taylor attached

- John Carswell ("Faith Community Representative"); application attached
- Jessica Forsberg ("Parks & Recreation Representative"); application attached

NCACC (North Carolina Association of County Commissioners) Annual Conference Voting Delegate (meeting to be held virtually)

- County Manager Tommy Burns – Designated Voting Delegate
- Assistant County Manager Eugene Foxworth – Alternate Voting Delegate

Scenic Byway Committee

- *Three-year term of Richard Lowdermilk expired June 20, 2020; updated application attached*
- *Two-year term of Commissioner Robinson expired June 20, 2020; Commissioner Wheatly would like to fulfill that seat, which makes his current "ex-officio with voting powers" seat vacant*

Active application:

- Tom Steepy; application attached
- Danielle Taylor; application attached

Waterways Management Committee

- *Two-year term of Kameron Gwynn (Commissioner Cavanaugh's representative) expired June 18, 2020; updated application attached*

Aging Planning Board

Perpetual term of Ex-Officio Non-Voting Member representing Area Agency on Aging due to resignation/replacement of David Rosado

- *Tonya Cedars; application attached*

Received 07-10-20
Expires 01-10-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, July 10, 2020 3:39 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Tonya
Last Name	Cedars
Address	PO Box 1717
City	New Bern
State	nc
Zip	28563
Home Number	none
Cell Number	252-229-1123
Fax Number	252-638-3187
Work Number	252-638-3185
E-Mail Address	tcedars@eccog.org
Committees of Interest	Aging Planning Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Director of Eastern Carolina Council Area Agency on Aging for 19 years. ECC is an ex-officio member of the Carteret Aging Planning Board
Occupation	Director
Employer	Eastern Carolina Council
Are you currently serving or have you ever served on a	No

public board or
commission?

If so, please list below: *Field not completed.*

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: None

Number of Years Living in
Carteret County: I don't live in Carteret County

Are you a registered voter
in Carteret County? No

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Carteret County 911 Communications Advisory Board

Four-year terms of the following expire July 21, 2020:

- *Sheriff Frankie Fulcher ("Sheriff's Department"); updated application attached*
- *Chief Jeffrey Harvey ("Atlantic Beach"); updated application attached*
- *Chief Bernette Morris ("Morehead City"); updated application attached*

No other active applications

Received 07-07-20
Expires 01-07-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, July 7, 2020 8:43 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Franklin
Last Name	Fulcher
Address	304 Craven Street
City	Beaufort
State	NC
Zip	28516
Home Number	252-723-0910
Cell Number	252-723-0910
Fax Number	<i>Field not completed.</i>
Work Number	252-728-8400 ext 8807
E-Mail Address	frankief@carteretcountync.gov
Committees of Interest	911 Communications Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Sheriff's Office employee 26 years, I directed operations of the 911 center when the Sheriff was responsible for communications in Carteret County. I was involved in the consolidation of the PSAP'S in Carteret County for our current 911 center. I have been involved in the building, maintaining and repairing Carteret Counties radio system in one form or another for 26 years.
Occupation	Deputy Sheriff (Chief Deputy)

Employer	Carteret County Sheriff
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	911 Advisory Board
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	As Chief Deputy of the Carteret County Sheriff's Office I may get called away or not be able to attend meetings due to emergencies.
Number of Years Living in Carteret County:	52
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 07.06.20
Expires 01.06.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, July 6, 2020 4:44 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Jeff
Last Name	Harvey
Address	
City	
State	
Zip	
Home Number	none
Cell Number	
Fax Number	
Work Number	252-726-5253
E-Mail Address	policechief@atlanticbeach-nc.com
Committees of Interest	911 Communications Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Police officer for 18 years, 7 years as chief and on the board for the past 7 years.
Occupation	Police Chief
Employer	Atlantic Beach
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below: 911 communications advisory board

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: none

Number of Years Living in
Carteret County: 7

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 07-06-20
Expires 01-06-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, July 6, 2020 4:14 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Bernette
Last Name	Morris
Address	300 N. 12th street
City	Morehead City
State	NC
Zip	28570
Home Number	252-342-9358
Cell Number	252-342-9358
Fax Number	<i>Field not completed.</i>
Work Number	252-726-3131 ext. 121
E-Mail Address	bernette.morris@moreheadcitync.org
Committees of Interest	911 Communications Advisory Board
Committees of Interest (Second Choice)	911 Communications Advisory Board
Experience	Experience police officers since 1995. I have been on this board since 2015.
Occupation	Police Chief
Employer	Morehead City Police Department
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below: 911 Advisory Board/ JCPC

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: None

Number of Years Living in
Carteret County: Over 40

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Carteret County Community College

Vacant four-year term due to the resignation of Commissioner Chadwick

Active applications:

- Lavonda Daniels; application attached
- Eugene Garner; application attached
- Eric Gregson; application attached
- Dee Meshaw; application attached
- DeeDee Phillips; application attached

Received 06/28/20
Expires 12/28/21

Rachel Hammer

From: noreply@civicplus.com
Sent: Sunday, June 28, 2020 9:08 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Lavonda
Last Name	Daniels
Address	1903 Live Oak St Unit 1009
City	Beaufort
State	NC
Zip	28516
Home Number	3365122365
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	lavonda@arraycdc.org
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served on a state commission for 8 years. I understand how local and state government operates and how boards and commissions operate. I would be honored to work on a Carteret County board and commission. I think I would be an asset to the Carteret County Community College Trustee Board because I served on the Carteret Community College Presidents Council for Entrepreneurship. I have obtained four degrees in business including an MBA and I have worked in the past professionally as a financial advisor, business

consultant and various jobs in the North Carolina school system.

Occupation

Vice President

Employer

Array Community Development Corporation

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

North Carolina African American Heritage Commission
Carteret County Tax and Equalization Review Board
NC Coastal Federation Advisory Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

no scheduling conflict

Number of Years Living in Carteret County:

four

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

[Copy of Lavonda Daniels CV 2020.docx.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Lavonda Daniels

1903 Live Oak St Unit 1009 Beaufort, NC 28516
lavonda@arraycdc.org (336) 512-2365

Education

Regent University

- Masters in Business Administration: Innovation Management.....May 2017

University of North Carolina at Greensboro

- Dual Bachelors of Science Degrees in Entrepreneurship and Marketing.....August 2009

Valley College

- A.A.S Degree in Business Administration.....June 2004

Professional Licenses

- Tax Associate, HR Block.....11/2018-present
- North Carolina Financial Advisor Series 7 and 66 Securities Licenses.....2011-2013
- North Carolina Life and Health Insurance Licenses..... 2011-2013

Employment

- Vice President, Array Community Development Corporation, NC 10/2017-present
- Assistant Managing Director, Daniels Development Group LLC, NC 05/09-present
- Tax Associate, HR Block, Newport, NC 12/2018-present
- Substitute Teacher, Carteret County Public School System, NC 2018-present
- Instructor, Walkers Legacy Foundation, Washington, DC 04/2017-08/2017
- Substitute Teacher, Wake County Public School System, NC 2015-2017
- Life Insurance Broker, Top Rated Life Insurance Companies, NC 02/2012-2015
- Financial Advisor, Edward Jones Investments, Durham, NC 06/2011-02/2012
- Mortgage Imaging Analyst, United Guaranty, Greensboro, NC 03/2010-06/2011
- Substitute Teacher, Alamance Burlington School System, NC 02/2007-03/2010
- Afterschool Daycare Director, Andrews Elementary School, NC 08/2004-07/2006

Boards and Commissions

- Carteret County Equalization and Tax Review Board 06/2019-present
- North Carolina Coastal Federation Advisory Board 01/2019-present
- Carteret Community College President's Council on Innovation and Entrepreneurship 06/2018-present
- Commissioner, North Carolina African American Heritage Commission, NC Department of Natural and Cultural Resources 09/2012-present

Business Networks and Affiliations

- Women In Networking WIN Business Referral and Networking Group 07/2019-present
- National Black Chamber of Commerce 08/2018-present
- Carteret County Chamber of Commerce 10/2017-present
- Downtown Clubs of Raleigh Member 2013- 2016
- North Carolina Institute for Minority Economic Development 2014-2015

Presentations and Awards

Presentations

- Preserving Wealth for the Next Generation: Innovation, Creativity, Entrepreneurship in North Carolina African American Enterprise, presenting at the 17th NC African American Cultural Celebration, NC Museum of History, Raleigh, NC 01/2019
- Preserving Wealth for the Next Generation: North Carolina African American Historic Places and Communities, presenting at the 17th NC African American Cultural Celebration, NC Museum of History, Raleigh, NC, 01/2018
- Business Plan Pitch Competition, Rice University, 2017 presenting prototype of Real Life Coloring
- Preserving Wealth for the Next Generation: A Historical and Present Reflection on African American Land Ownership, presented at the 16th NC African American Cultural Celebration, NC Museum of History, Raleigh, NC, 01/2017
- Bridging the Divide: Cultivating African American Enterprises in North Carolina, presented at the 14th NC African American Cultural Celebration, NC Museum of History, Raleigh, NC, 01/2015
- History of Black Business In North Carolina, presented at the 13th NC African American Cultural Celebration, NC Museum of History, Raleigh, NC, 01/2014
- The Entrepreneurial Process presented at yearly Women's Entrepreneurial Leadership and Learning (WELL) conference, Greensboro, NC 01/2009

Awards

PNC Bank Women of Influence Roundtable, Raleigh, NC 2016

Received 05/30/19
Expires 11/30/20

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, May 30, 2019 3:15 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	EUGENE
Last Name	Garner
Address	173 Jackson Dr
City	BEAUFORT
State	NC
Zip	28516
Home Number	252-728-5692
Cell Number	252-241-1399
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	emgarner52@gmail.com
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Served 13 years on Carteret Community College foundation board, I am currently serving on Carteret Community College board of Trustees , I have been nominated to serve as chairman of the Board of Trustees for 2019/2020.
Occupation	Retired HVAC contractor
Employer	Retired
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Carteret Community College board of trustees

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: No conflicts

Number of Years Living in Carteret County: 66

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 10-04-19
Expires 04-04-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, October 04, 2019 10:57 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	Eric
Last Name	Gregson
Address	317 Holly Ln
City	Newport
State	nc
Zip	28570
Home Number	2522410146
Cell Number	2522410146
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	ericgregson12@gmail.com
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	Planning Commission
Experience	Carteret County resident 48 years, Prior serving on both boards, First Citizens commercial banker 20 years in Carteret County.
Occupation	Banker
Employer	First Citizens Bank
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below:	Planning, Equalization & Review, EDC, CCC
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	na
Number of Years Living in Carteret County:	48
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 07-06-20
Expires 01-06-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, July 6, 2020 2:01 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Dee
Last Name	Meshaw
Address	1811 Ivory Gull Dr
City	Morehead City
State	North Carolina
Zip	28557
Home Number	9194965548
Cell Number	252-342-8410
Fax Number	<i>Field not completed.</i>
Work Number	252-728-8410
E-Mail Address	deem@carteretcountync.gov
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	N/A
Experience	Graduated 1991 from NC State University with a major in accounting, and a CPA for 26 years. Currently, work for Carteret County Government (22 years) as finance director and/or assistant county manager. Over the years, I have worked with the community college staff on various capital projects and financing. I am a member of First United Methodist Church, and served on Church Council, education committee, and as lay leader, and currently finance committee.

Occupation	Assistant Co Mgr
Employer	Carteret County
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None known
Number of Years Living in Carteret County:	22
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 06.04.19
Expires 12-04-20

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, June 04, 2019 5:54 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	DeeDee
Last Name	Phillips
Address	225 Gatsey Lane
City	Beaufort
State	North Carolina
Zip	28516
Home Number	2522413108
Cell Number	2522413108
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	deedee.phillips3108@gmail.com
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	Hospital Board of Trustees
Experience	<p>I am honored to have taught school for 19 years as a music educator and served as assistant principal / principal for 9 additional years in the public school system. After retiring from the state of NC school system, I started a second career as an event coordinator / planner. Through out my career, I have served as President of National Charity League, West Carteret High School Band and Swansboro High School Band. In addition to serving as President for NCL and Band booster, I have served on the board of directors for my home town golf course, The Band Master's association, Carteret County Board for the aging. I am the owner of Deepwater event planning.</p>

Occupation	retired
Employer	self
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None that I am aware of any conflicts or scheduling difficulties.
Number of Years Living in Carteret County:	21
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<u>DeeDee Phillips Resume 2019.docx</u>

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Carteret County Library Board

Seven vacant three-year terms due to the newly established Board: One member from each of the six County voting districts and one County Commissioner. The Library Director, County Manager, and County Finance Officer will serve as ex-officio, non-voting members.

Active applications:

- Commissioner Mansfield (“Commissioner Representative”); no application required
- Edward Harris (“Commissioner Farrington’s District”); application attached
- Bernette Morris (“Commissioner Comer’s District”); application attached
- Alex Russell (“Commissioner Cavanaugh’s District”); application attached
- Anna Smith (“Commissioner Wheatly’s District”); application attached
- Allison DuBuisson (“Commissioner Wheatly’s District”); application attached

Other Active Application:

- Loretta Mott (“Commissioner Mansfield’s District”); application attached

Received 07.08.20
Expires 01.08.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, July 8, 2020 1:48 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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Boards & Commissions Appointment Application

First Name	Edward
Last Name	Harris
Address	120 Pinewood Circle
City	Pine Knoll Shores
State	NC
Zip	28512
Home Number	2527734329
Cell Number	5042899509
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	ed.slidell@gmail.com
Committees of Interest	Carteret County Public Library System
Committees of Interest (Second Choice)	Beach Commission
Experience	Past Merrill Lynch Regional VP, past Habitat For Humanity Board President, past Boy Scouts Regional Director, past Vice Chairman County Library board, past American Red Cross Volunteer Disaster Manager. Currently part time Consultant and Expert - stock market and securities.
Occupation	Expert - Stock Market & Securities
Employer	Self

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Vice Chair - Chattooga County, GA Library Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 2

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) [cv 2019.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Received 06-16-20
Expires 12-16-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, June 16, 2020 8:27 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Bernette
Last Name	Morris
Address	
City	
State	
Zip	
Home Number	
Cell Number	
Fax Number	<i>Field not completed.</i>
Work Number	252-726-3131 ext 121
E-Mail Address	bernette.morris@moreheadcitync.org
Committees of Interest	Library Board
Committees of Interest (Second Choice)	Library Board
Experience	25 years experience in law enforcement
Occupation	Police Chief
Employer	Morehead City Police Department
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below:	JCPC
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	NONE
Number of Years Living in Carteret County:	40+
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 06-15-20
Expires 12-15-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, June 15, 2020 12:42 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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Boards & Commissions Appointment Application

First Name	Alex
Last Name	Russell
Address	513A Village Green Dr
City	Morehead City
State	NC
Zip	28557
Home Number	9194953233
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	2525150172
E-Mail Address	alexmhc@me.com
Committees of Interest	Library Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Served for three years on the Franklin COunty Library Board.
Occupation	Realtor
Employer	Alex Russell Properties/KW
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Town Board, Bunn, NC
Planning Board, Franklin County, NC
Library Board, Franklin County, NC

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: Wednesday nights and the third Thursday are nights I have previous commitments.

Number of Years Living in Carteret County: 17

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 07-06-20
Expired 01-06-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, July 6, 2020 3:21 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Anna
Last Name	Smith
Address	307 Jones Ave., Apt. 8
City	Beaufort
State	North Carolina
Zip	28516
Home Number	7174371173
Cell Number	7174371173
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	AHSmith5434@gmail.com
Committees of Interest	Carteret County Public Library System
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Graduated from Penn State in 2011 with a B.A. in Communications, Print Journalism concentration. Local government reporter at the Carteret County News-Times from January 2012-July 2017, which included some coverage of the County Board of Commissioners meetings, or other items as needed. Employed by the Carteret County Chamber of Commerce since July 2017, first as the administrative director, and currently as the program manager. My combined work

experience in Carteret County has given me an unique appreciation for civic engagement within local government.

Occupation Program Manager
Employer Carteret County Chamber of Commerce

Are you currently serving or have you ever served on a public board or commission? No

If so, please list below: *Field not completed.*

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: Unless there is a Chamber event I am unable to miss, I do not anticipate any scheduling conflicts. I have approval from Chamber President Tom Kies to pursue this opportunity.

Number of Years Living in Carteret County: 8

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

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CARTERET COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR BOARDS/COMMISSIONS

Office Use Only

Date Received: 07/10/20

Date Application Expires: 01/10/22
(Applications are retained for 18 months)

NAME Allison DuBuisson

ADDRESS 151 Howland Parkway

CITY/STATE Beaufort NC ZIP 28516

TELEPHONE-(HOME) _____ (CELL) 252-723-2104

(WORK) _____ (FAX) _____

EMAIL ADDRESS adubuisson123@gmail.com

1. COMMITTEES OF INTEREST

A. Library Board B. _____
(Please limit to two (2) boards/committees per application)

2. PLEASE DESCRIBE YOUR BACKGROUND, EXPERIENCE, EDUCATION OR TRAINING (WORK AND/OR LIFE EXPERIENCE) THAT RELATES TO YOUR INTEREST IN COUNTY GOVERNMENT.

My interest in public libraries is lifelong. After moving to Beaufort, I joined the Friends of the Library and served on its board for several years, including 2 terms as chairman. During this time, the library made the transition from downtown Beaufort to its current location. I would like to continue my advocacy for the county system, B.S. Duke, M.A. UNC-G

3. OCCUPATION research mgr. (retired) EMPLOYER Carteret Health Care

4. ARE YOU CURRENTLY SERVING OR HAVE YOU EVER SERVED ON A PUBLIC BOARD OR COMMISSION? YES NO _____ IF SO, PLEASE LIST BELOW.

(BOARD) _____ (DATES) _____
Town of Summerfield N.C. Long-Range Land Use Planning Commission 1990's

5. PLEASE EXPLAIN ANY ANTICIPATED CONFLICT OF INTEREST OR SCHEDULING DIFFICULTIES YOU MAY HAVE, IF APPOINTED None

6. # OF YEARS LIVING IN CARTERET COUNTY 18

7. ARE YOU A REGISTERED VOTER IN CARTERET COUNTY? yes

(Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Received 07.02.20
Expired 01-02-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, July 2, 2020 4:22 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Loretta
Last Name	Mott
Address	1915 red fox lane 1915 red fox lane
City	Morehead City
State	NC
Zip	28557
Home Number	2522402492
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	lorettamott@outlook.com
Committees of Interest	Library Board
Committees of Interest (Second Choice)	Aging Planning Board
Experience	BA Elementary Education. 15 years at Wake County Libraries as a Library Asst.
Occupation	substitute teacher
Employer	carteret county public schools
Are you currently serving or have you ever served on a	No

public board or
commission?

If so, please list below: *Field not completed.*

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: n/a

Number of Years Living in
Carteret County: 12

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

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Carteret County Planning Commission

Three-year term of Bruce Rogers expired July 18, 2020; updated application attached

Vacant three-year term

Active applications:

- Eric Gregson
- Jim Henderson
- Trapas Pratt

Received 02-19-20
Expires 08-19-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2020 11:21 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	N Bruce
Last Name	Rogers Jr
Address	10205 Corree Cove Dr
City	Emerald Isle
State	NC
Zip	28594
Home Number	2522414271
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	ccc@ec.rr.com
Committees of Interest	Planning Commission
Committees of Interest (Second Choice)	Waterways Management Committee
Experience	27 year in construction and 16 years running my own construction company in Carteret County
Occupation	General Contractor
Employer	Crystal Coast Construction Unlimited LLC
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Carteret County Planning Commission, Carteret County Waterways Management Committee

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: none

Number of Years Living in Carteret County: 28

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

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Received 10-04-19
Expires 04-04-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, October 04, 2019 10:57 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	Eric
Last Name	Gregson
Address	317 Holly Ln
City	Newport
State	nc
Zip	28570
Home Number	2522410146
Cell Number	2522410146
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	ericgregson12@gmail.com
Committees of Interest	Carteret Community College Board of Trustees
Committees of Interest (Second Choice)	Planning Commission
Experience	Carteret County resident 48 years, Prior serving on both boards, First Citizens commercial banker 20 years in Carteret County.
Occupation	Banker
Employer	First Citizens Bank
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Planning, Equalization & Review, EDC, CCC

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: na

Number of Years Living in Carteret County: 48

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 05/07/19
Expires 11/07/20

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, May 07, 2019 5:41 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	Jim
Last Name	Henderson
Address	592 Robin Road
City	Morehead City
State	NC
Zip	28557
Home Number	252-725-2445
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	jimhendersonh2o@gmail.com
Committees of Interest	Zoning Board of Adjustment
Committees of Interest (Second Choice)	Planning Commission
Experience	My wife and I have resided in Carteret since 1995. My sales career has allowed me to travel Carteret County on a daily basis and I know its geography and her people pretty well. I have the time to serve and I am willing to do so.
Occupation	Insulation Sales
Employer	Timco Insulation & Fireplaces
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Zoning BOA

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: I do not know of any.

Number of Years Living in Carteret County: 24

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 10-24-19
Expires 04-24-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, October 24, 2019 3:00 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name Trapas

Last Name Pratt

Address 1712 River Drive

City Morehead City

State North Carolina

Zip 28557

Home Number 252-659-2078

Cell Number 252-659-2078

Fax Number 252-504-3202

Work Number 252-504-3201

E-Mail Address tp Pratt@mechworksinc.com

Committees of Interest Eastern Carolina Workforce Development Board

Committees of Interest
(Second Choice) Planning Commission

Experience I grew up in Eastern NC and attended ECU. I lived in Raleigh for close to 10 years after graduation but came home as soon as I could. I currently run a company that spans from the coast to Greensboro. We continue to see a decline in talented, hardworking, experienced people in all fields of construction. Instead of complaining about it, I would love to be part of the solution.

Occupation Chief Operations Officer

Employer Mechworks Mechanical Contractors Inc.

Are you currently serving or have you ever served on a public board or commission?

No

If so, please list below:

Field not completed.

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

My only scheduling difficulties are my children. While I am a working professional I try to be very present in their lives.

Number of Years Living in Carteret County:

32

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

[3B.a Resume-Pratt 17.doc](#)

Email not displaying correctly? [View it in your browser.](#)

Coastal Carolina Regional Airport Authority

Vacant Ex-Officio Member; no specific term

Active application:

- Tommy Burns

CARTERET COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR BOARDS/COMMISSIONS

Office Use Only

Date Received: 07/06/20

Date Application Expires: 01/06/22
(Applications are retained for 18 months)

NAME TOMMY BURNS

ADDRESS 359 Rollingwood Drive

CITY/STATE Newport, NC ZIP 28570

TELEPHONE-(HOME) _____ (CELL) _____

(WORK) _____ (FAX) _____

EMAIL ADDRESS tommy.burns@carteretcountync.gov

1. COMMITTEES OF INTEREST

A. Coastal Carolina Reg. Airport Authority
(Please limit to two (2) boards/committees per application)

2. PLEASE DESCRIBE YOUR BACKGROUND, EXPERIENCE, EDUCATION OR TRAINING (WORK AND/OR LIFE EXPERIENCE) THAT RELATES TO YOUR INTEREST IN COUNTY GOVERNMENT.

Licensed Private Pilot, Pilot Ground School + Safety Courses
Masters Degree - Public Administration
Masters Degree - Investment Management
Local Government Manager since 2003; ^{owned a Flight} training school

3. OCCUPATION County Manager EMPLOYER Carteret County

4. ARE YOU CURRENTLY SERVING OR HAVE YOU EVER SERVED ON A PUBLIC BOARD OR COMMISSION? YES NO IF SO, PLEASE LIST BELOW.

EX-officio Board Member on Several Boards

5. PLEASE EXPLAIN ANY ANTICIPATED CONFLICT OF INTEREST OR SCHEDULING DIFFICULTIES YOU MAY HAVE, IF APPOINTED

NONE Anticipated. Carteret County provides no Funds to Coastal Carolina Regional Airport Authority

6. # OF YEARS LIVING IN CARTERET COUNTY 4

7. ARE YOU A REGISTERED VOTER IN CARTERET COUNTY? yes

(Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Cultural & Recreational Advisory Board

Vacant three-year term (Commissioner Comer's Representative)

- *Jennifer Maredy; application attached*

Vacant three-year term (Commissioner Farrington's Representative)

- *Alyssa Hayden; application attached*

Vacant Carteret Community College President ex-officio term

- *Dr. Tracy Mancini; application attached*

Received 06-16-20
Expires 12-16-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, June 16, 2020 7:51 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Jennifer
Last Name	Maready
Address	209 Bayside Drive
City	Cape Carteret
State	NC
Zip	28584
Home Number	2522412782
Cell Number	Same
Fax Number	<i>Field not completed.</i>
Work Number	Same
E-Mail Address	Devanlane0407@icloud.com
Committees of Interest	Cultural and Recreation Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I am current employee of 5 years at White Oak Elementary as the front desk receptionist. Prior to that, I owned and operated a retail store on Emerald Isle (Frans Gifts/Devan Lane) for 11 years. I closed my store in 2011 so I could spend more time with my daughter, Devan, who is now 14 and will be attending Croatan in the fall as a Freshman. She is the biggest reason that I would like to get involved with this board as I have seen what a positive effect athletics have on young people. She began playing Carteret County rec sports at 7 years old as a

Tomahawk at Western Park and now has plans to play in college. I would like to be involved in creating more athletic opportunities for children as well as gain more community support.

Occupation	Receptionist/Teacher Assistant-White Oak Elementary
Employer	Carteret County Schools
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	4
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Received 06/22/20
Expires 12/22/21

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, June 22, 2020 1:47 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Alyssa
Last Name	Hayden
Address	205 Galleon Court
City	Swansboro
State	NC
Zip	28584
Home Number	951-290-1161
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	alyssah0306@yahoo.com
Committees of Interest	Cultural and Recreation Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	BS in Business Administration; MaT in Special Education (completed spring 2021). Volunteer with recreational sports for 5+ years. Parent of child participant in rec. sports for 13+ years.
Occupation	Teacher Assistant
Employer	Carteret Co. Public Schools

Are you currently serving or have you ever served on a public board or commission?

No

If so, please list below:

Field not completed.

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

N/A

Number of Years Living in Carteret County:

4

Are you a registered voter in Carteret County?

No

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 07.01.20
Expires 01.01.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, July 1, 2020 11:57 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Tracy
Last Name	Mancini
Address	3505 Arendell Street
City	Morehead City
State	NC
Zip	28557
Home Number	252-222-6140
Cell Number	919-724-0186
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	mancinit@carteret.edu
Committees of Interest	Cultural and Recreation Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have worked at Carteret Community College since June 2016 as vice president of instruction and student support. I became president of the College on June 1, 2020. Since the Civic Center is on the College's campus, I am interested in being part of this committee to learn more about the work and events conducted at the Civic Center and through the Parks and Recreation department.
Occupation	President

Employer	Carteret Community College
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	Since the president of the College or her designee are ex-officio members of this committee, I do not expect there are any conflicts of interest.
Number of Years Living in Carteret County:	4
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Juvenile Crime Prevention Council ("JCPC")

Two-year terms of the following expired June 30, 2020; recommendation letter from Mr. Bill Taylor attached

- John Carswell ("Faith Community Representative"); application attached
- Jessica Forsberg ("Parks & Recreation Representative"); application attached

June 13, 2020

Mr. Bill Smith, Chairman

Carteret County Board of Commissioners

Courthouse Square

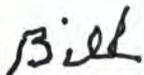
Beaufort, NC 28516

To: Bill Smith, Chairman

Two of our exiting JCPC Council members' terms will expire June 30, 2020. Ms. Jessica Forsberg represents the Carteret County Parks and Recreation Department and John Carswell represents the Faith Based community as pastor of the Parkview Baptist Church. Both have reapplied for their positions.

Jessica has continued to serve on the Monitoring Committee which audits program performance and adherence to policy and procedures. John is an active member of the Funding and Review Committee which reviews the programs and protected costs of funding each of the four programs provided in Carteret County.

Please reappoint these individuals to their positions.

A handwritten signature in black ink that reads "Bill". The letters are cursive and slightly slanted.

Bill Taylor

JCPC Council

Administrative Assistant

Received 06-12-20
Expires 12-12-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, June 12, 2020 7:33 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	John
Last Name	Carswell
Address	1111 Palmer Way
City	Morehead City
State	NC
Zip	28557
Home Number	8284137216
Cell Number	8284137216
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	<u>youthpastor818@gmail.com</u>
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served on this committee for several years now.
Occupation	Pastor
Employer	Parkview Baptist Church
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: JPCP

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: I have none.

Number of Years Living in Carteret County: 8

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 06.11.20
Expires 12-11-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, June 11, 2020 3:31 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Jessica
Last Name	Forsberg
Address	2973 US Hwy 70 E
City	Beaufort
State	North Carolina
Zip	28516
Home Number	2528085348
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	2528083301
E-Mail Address	jessicaf@carteretcountync.gov
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	N/A
Experience	I have served on the JCPC since 2010. I am involved in the community with both my job and personally. Parks & recreation has a direct impact on the youth of our community and I believe it is vital that the Department of Parks & Recreation be represented on this committee.
Occupation	Manager Parks & Recreation
Employer	Carteret County Government

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: JCPC

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: NA

Number of Years Living in Carteret County: 16

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

**NCACC (North Carolina Association of County Commissioners) Annual Conference
Voting Delegate (*meeting to be held virtually*)**

- County Manager Tommy Burns – Designated Voting Delegate
- Assistant County Manager Eugene Foxworth – Alternate Voting Delegate



Designation of Voting Delegate to NCACC Annual Conference

I, Tommy R. Burns, hereby certify that I am the duly designated voting delegate for Carteret County at the 113th Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: Tommy R. Burns

Title: County Manager

In the event the designated voting delegate is unable to attend, Eugene Foxworth has been selected as Carteret County's alternate voting delegate.

Alternate Voting Delegate Name: Eugene Foxworth

Title: Assistant County Manager

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: alisa.cobb@ncacc.org

***Please note – due to the COVID-19 pandemic, the 113th NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

Scenic Byway Committee

- *Three-year term of Richard Lowdermilk expired June 20, 2020; updated application attached*
- *Two-year term of Commissioner Robinson expired June 20, 2020; Commissioner Wheatly would like to fulfill that seat, which makes his current "ex-officio with voting powers" seat vacant*

Active application:

- Tom Steepy; application attached
- Danielle Taylor; application attached

Received 06-13-20
Expires 12-13-21

Rachel Hammer

From: noreply@civicplus.com
Sent: Saturday, June 13, 2020 11:57 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Richard
Last Name	Lowdermilk
Address	PO Box 39, 1121 Seashore Dr
City	Atlantic
State	NC
Zip	28511
Home Number	2526564035
Cell Number	2523622090
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	rklowdermilk@gmail.com
Committees of Interest	Scenic Byway Committee
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Current member of Scenic Byway Committee Member and officer of Down East Council Member of Atlantic Civic & Beautification Committee Member of ZSR ECC collaboration
Occupation	Retired
Employer	Atlantic Civic and Beautification Committee

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Scenic Byway Committee

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 10

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 06-19-19
Expires 12-19-20

Carteret County, NC

Boards & Commissions Appointment Application

This form requests a file upload which may not be possible on your device.
Continue at your own discretion.

First Name*

Thomas

Last Name*

Steepy

Address*

217 Rudolph Dr

City*

Beaufort

State*

N.C.

Zip*

28516

Home Number*

252 728 4754

Cell Number

Fax Number

—

Work Number

same as home

E-Mail Address*

tsteepy@ec.nc.com

Committees of Interest*

Carteret County National **Select One --** Scenic Byway

Committees of Interest (Second Choice)

NONE **-- Select One --**

Experience*

see attached

Please describe your background, experience, education, or training (work and/or life experience) that relates to your interest in county government.

Occupation*

retired Plant Pathologist - PLD

Employer*

—

Are you currently serving or have you ever served on a public board or commission?*

Carteret County National **Select One --** Scenic Byway

If so, please list below:

Corridor Com. (member chair)

Hwy 70 Corridor, Public Water Access Com. (member + chair)

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:*

None

Number of Years Living in Carteret County:*

29

Are you a registered voter in Carteret County?*

yes

-- Select One --

(R)



Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Choose File

no file selected

see attached

Receive an email copy of this form.

Email address

tsteepy@ecrr.com

Submit

* indicates a required field

I was one of the original committee members and achieved several goals over the next 12 years that I was on the committee. During that time I had the honor of going to Washington D.C. to accept the recognition of our corridor management plan now gaining national status, similar to the Blue Ridge Parkway. Once the committee settled down to task oriented projects, I accepted the lead role on the development of the Southern Gateway site that represents the beginning of the National Byway on Hwy 70 in Carteret County.

After we had selected the site, ~~and~~ I helped design the layout and proceeded to obtain a purchase price. I worked with CAMA to petition a grant proposal to buy the property. On behalf of Carteret County and a member of the BDC Commissioners, the county was awarded a grant of \$135,000 w/ a 80-20 match, meaning I would take the lead on raising 22,716. Most of that I received help from both NC Coastal Federation + NC Wildlife Commission. In exchange for the permit I had to have with

Signage prepared by both organizations mounted in the Kiosk. On behalf of Carteret County I submit a second grant proposal to develop the site. We were awarded \$78,455 to pave the area + build the Kiosk. I raised 19,614 to match the grant.

With the Southern Gateway site well on its way to completion, I would like to return to the committee to landscape the site with native species and explore with CAMA the possibilities of building a windmill in the marsh. It could serve as the keynote structure at the Southern Gateway of the National Scenic Byway. See attached sample taken in Marshallberg (photo).

I appreciate the support we have received to date from Eugene Foxworth + staff and look forward to future developments.

I would like a 2yr appointment

Submitted by

15m Steepy

Welcome to Marshallberg...

The closest body of water to you is called, The Straits. The Straits was the most used waterway in Colonial maritime commerce. This importance to shipping led to the 2 oldest settlements (not towns) in Carteret County being located in Straits and Gloucester. Marshallberg was settled later in 1800.

To your left is Core Sound, which separates Core Banks from the mainland. Looking southeast you will be able to detect the flash of the Cape Lookout Lighthouse every 15 seconds. Two miles south of the light is the location of the Cape Lookout Coast Guard Station and its forerunner, the United States Life-Saving Service.



For more information

Received 07-14-20
Expires 01-14-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, July 14, 2020 10:14 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Danielle "Dani Jo"
Last Name	Taylor
Address	116 Shell Hill Rd
City	Sea Level
State	NC
Zip	28577
Home Number	252-2514-1624
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	252-728-4532
E-Mail Address	danilewistaylor@gmail.com
Committees of Interest	Scenic Byway Committee
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Native of Down East Carteret County. I am currently a property owner along the Scenic Byway, therefore; the decisions of this Scenic Byway Committee will have a direct impact on my property. I worked in Real Estate representing the Down East communities 15 years. I was a charter member of the former Down East Business Association.
Occupation	Insurance

Employer	Chalk and Gibbs- Beaufort
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	TDA and Board of Equalization & Review-- appointed in early 2000's by J.Robinson
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	I work full time weekdays. I would need advance notice if I would need to take time off during the work day. Prefer afternoon meetings.
Number of Years Living in Carteret County:	47
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<u>DJ Resume.docx</u>

Email not displaying correctly? [View it in your browser.](#)

Waterways Management Committee

- *Two-year term of Kameron Gwynn (Commissioner Cavanaugh's representative) expired June 18, 2020; updated application attached*

Received 07-12-20
Expires 01-12-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Sunday, July 12, 2020 4:55 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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

Boards & Commissions Appointment Application

First Name	Kameron
Last Name	Gwynn
Address	123 Dixon Ln
City	Newport
State	NORTH CAROLINA
Zip	28570
Home Number	2525031872
Cell Number	2525031872
Fax Number	2528082351
Work Number	2527268744
E-Mail Address	Kamwgwynn@gmail.com
Committees of Interest	Waterways Management Committee
Committees of Interest (Second Choice)	Harbor Authority
Experience	1st term on waterways management committee has just expired.
Occupation	Sales manager
Employer	Fort Macon Marina
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below: Waterways management committee.

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: N/A

Number of Years Living in
Carteret County: 33

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

OTHER OUTSTANDING VACANCIES

ADULT HOME COMMUNITY ADVISORY COMMITTEE

Two vacant (initial one-year) terms

AGING PLANNING BOARD

Two vacant three-year at-large (60+) representative

BOARD OF EQUALIZATION & REVIEW

Two vacant alternate one-year terms

CARTERET COMMUNITY COLLEGE

Vacant four-year term

CARTERET COUNTY AREA TRANSPORTATION ADVISORY BOARD ("CCATS")

Vacant three-year term

CARTERET COUNTY PLANNING COMMISSION

Vacant two-year "General Public" term

CARTERET COUNTY PUBLIC LIBRARY

Vacant three-year term (Commissioner Chadwick's District)

Vacant three-year term (Commissioner Smith's District)

CONSOLIDATED HUMAN SERVICES BOARD

One vacant four-year Consumer/Human Services terms

One vacant four-year Psychiatrist term

One vacant four-year Optometrist term

One vacant four-year General Public term

One vacant four-year Nurse term

One vacant four-year Social Worker term

Two vacant four-year Consumer terms

CULTURAL & RECREATIONAL ADVISORY BOARD

Vacant three-year term (Commissioner Farrington's District)

Vacant three-year term (Commissioner Mansfield's District)

Vacant three-year term (Commissioner Cavanaugh's District)

Vacant three-year term (Commissioner Comer's District)

Vacant three-year term (Commissioner Wheatly's District)

Vacant TDA Representative term

Vacant Carteret Community College term

Vacant School Board representative

EASTERN CAROLINA COUNCIL REGIONAL AGING ADVISORY BOARD ("RAAC")

One vacant three-year term

FIRE & EMS COMMISSION

One vacant four-year term (Commissioner Cavanaugh's Representative)

JUVENILE CRIME PREVENTION COUNCIL (“JCPC”)

One two-year “Juvenile Defense Attorney” term
One two-year “Business Community” term

NURSING HOME ADVISORY COMMITTEE

One vacant initial one-year term

RURAL TRANSPORTATION ADVISORY COMMITTEE

Vacant two-year “Municipal Elected Official” term

TOWN OF CEDAR POINT

One vacant three-year term

TOWN OF PELETIER PLANNING BOARD

One vacant three-year term

ZONING BOARD OF ADJUSTMENT

One vacant three-year term
Two vacant alternate three-year terms

AUGUST APPOINTMENTS

CARTERET COUNTY-BEAUFORT AIRPORT AUTHORITY

HIGHWAY 70 CORRIDOR COMMISSION

CARTERET COUNTY JURY COMMISSION

TOWN OF MOREHEAD CITY BOARD OF ADJUSTMENT

CARTERET COUNTY
Board of Commissioners



Agenda
XIII.

Meeting Date:
20-Jul-20

Presenter:
Commissioners

ITEM TO BE CONSIDERED

Title: Commissioners' Comments

Brief Summary:

N/A

BACKGROUND

Originating Department

- Attachments:**
- 1 N/A _____
 - 2 _____
 - 3 _____
 - 4 _____
 - 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**

Meeting Date:

20-Jul-20

Presenter:

Board



CARTERET COUNTY
NORTH CAROLINA
1722

Agenda Item XIV.

ITEM TO BE CONSIDERED

Title: Adjournment

Brief Summary:

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adjourn.

BACKGROUND

Originating Department

Attachments:

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____