

**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 | Chairman Mansfield |
| II. Conflict of Interest/Cell Phone Statement | Chairman Mansfield |
| III. Adoption of Agenda | Board |
| IV. Consent Agenda | Board |
| 1. Approval to Reclassify an Accounting Assistant
Position in Social Services to an Income
Maintenance Caseworker III | |

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 PaylorTommy 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



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

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
IT Director
Information Technology



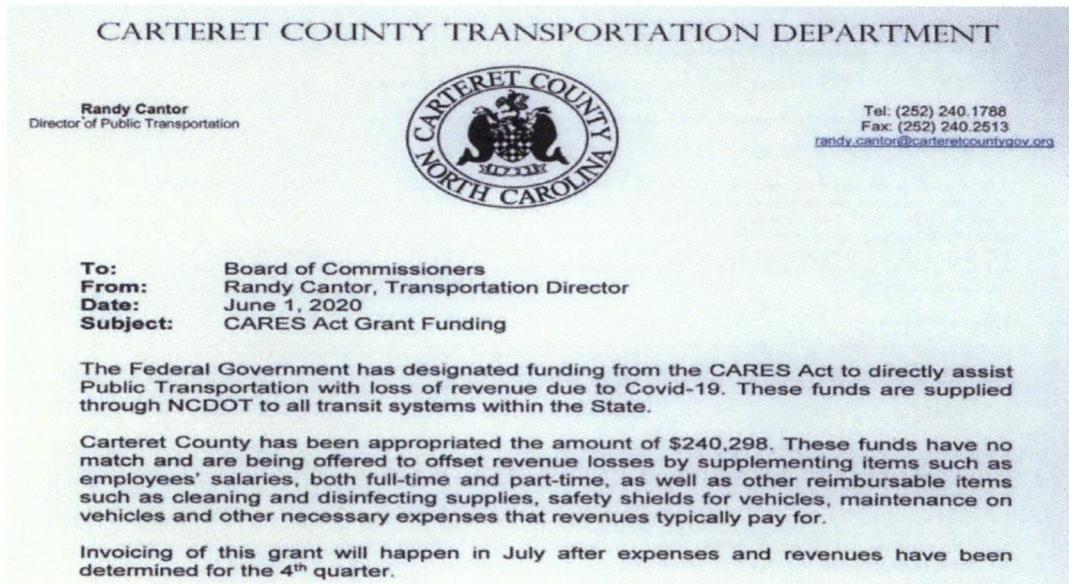
252-728-8506
ray.hall@carteretcountync.gov
http://www.carteretcountync.gov

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

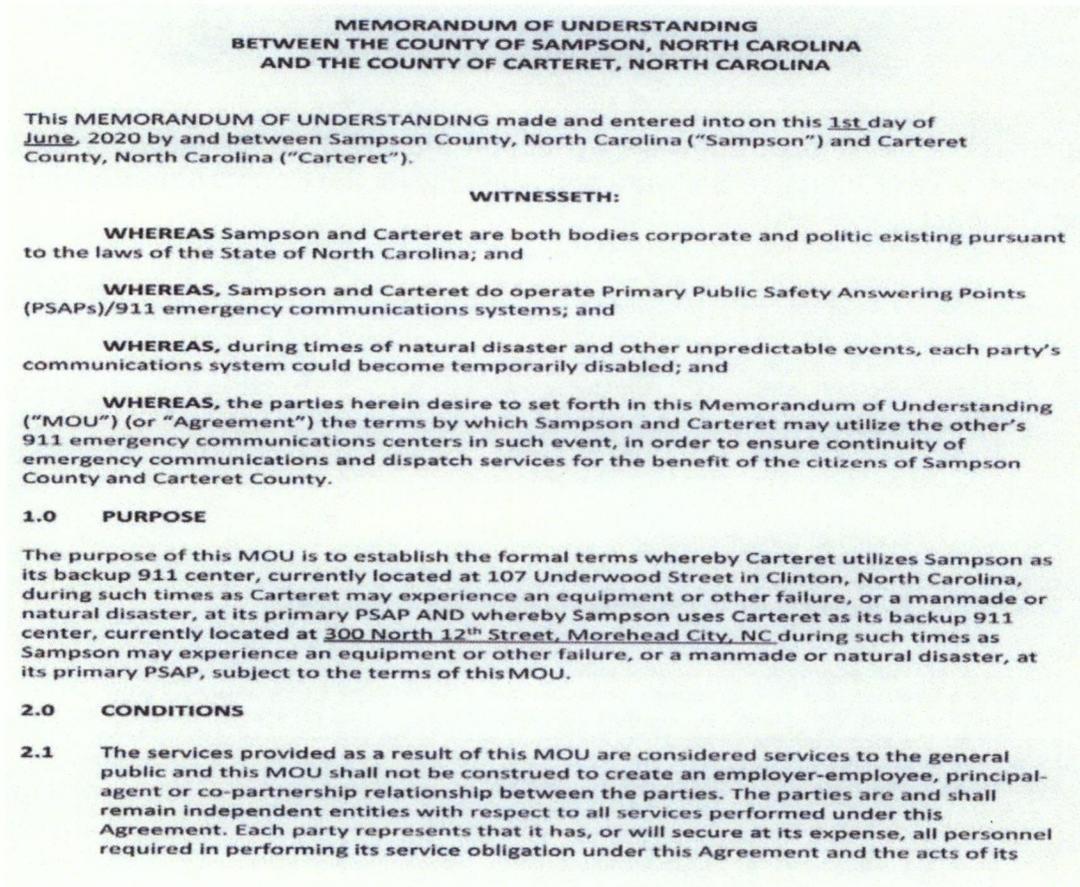
Attached for your approval is an annual software and support maintenance renewal for the Avenu Finance and Tax enterprise software that runs on the County's IBM AS/400 mid-frame system. This covers all support, updates, patches, repairs, and technical support for the primary Finance and Tax software 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



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



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 in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			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		\$61,517		\$320,227	35%	

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

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 _____

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

[Signature] 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:	<u>[Signature]</u>	Date:	4/27/2020
Contractor Name:	William F. Taylor 2104 Evans Street Morehead City, NC 28557		
(Contractor) Mailing Address:			
Signature:	<u>[Signature]</u>	Date:	4/22/20
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

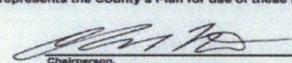
DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

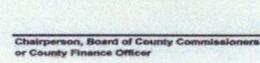
#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS-RJA Expansion Funding	LOCAL FUNDING			OTHER State/ Federal	OTHER Funds	Total
					County Cash Match	Other Local Cash Match	Local In-Kind			
1	Structured Day - Boys/Girls Club	\$75,453	\$62,453	\$13,000			\$19,037		\$94,490	
2	Teen Court/Restitution - Boys/Girls Club	\$59,047	\$53,047	\$2,000			\$19,442		\$74,489	
3	Building Bridges - Home Based & Counseling Services	\$44,736	\$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	\$168,736	\$32,904	\$50,600		\$40,549		\$262,389	

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

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

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

—DPS Use Only—

Reviewed by: _____ Area Consultant _____ Date _____

Reviewed by: _____ Program Assistant _____ Date _____

Verified by: _____ Designated State Office Staff _____ Date _____

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 may be 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
deern@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 \$752,850, 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. B. Wheatly, III
Wheatly Law Group, PA
P O Box 360, Beaufort, NC 28516

Return Recorded Documents To:
C. B. 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 agency, governed by 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 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

CARTERET COUNTY

BY: _____

BY: Chairman William H. Smith

JACKSONVILLE

OMH

BY: _____

BY: _____

CHC

CRAVEN COUNTY

BY: _____

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

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

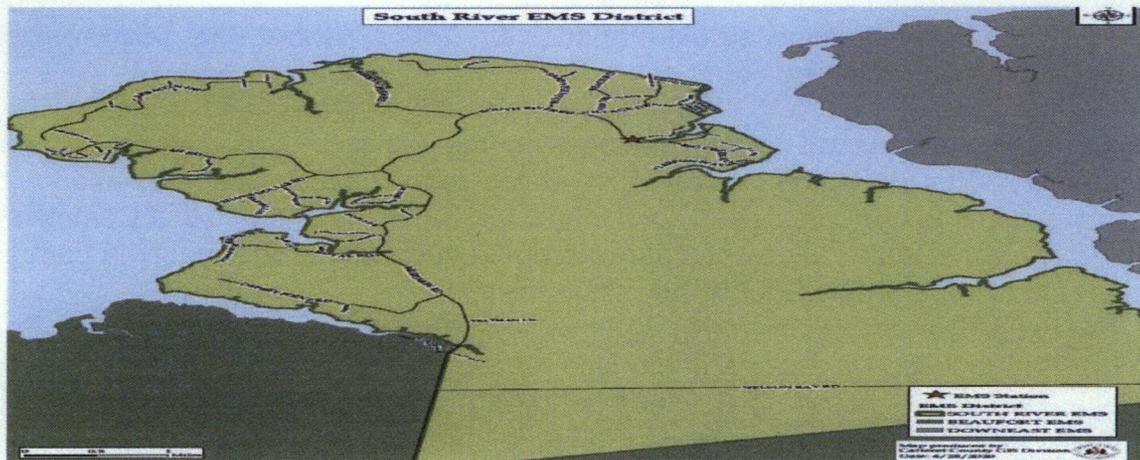


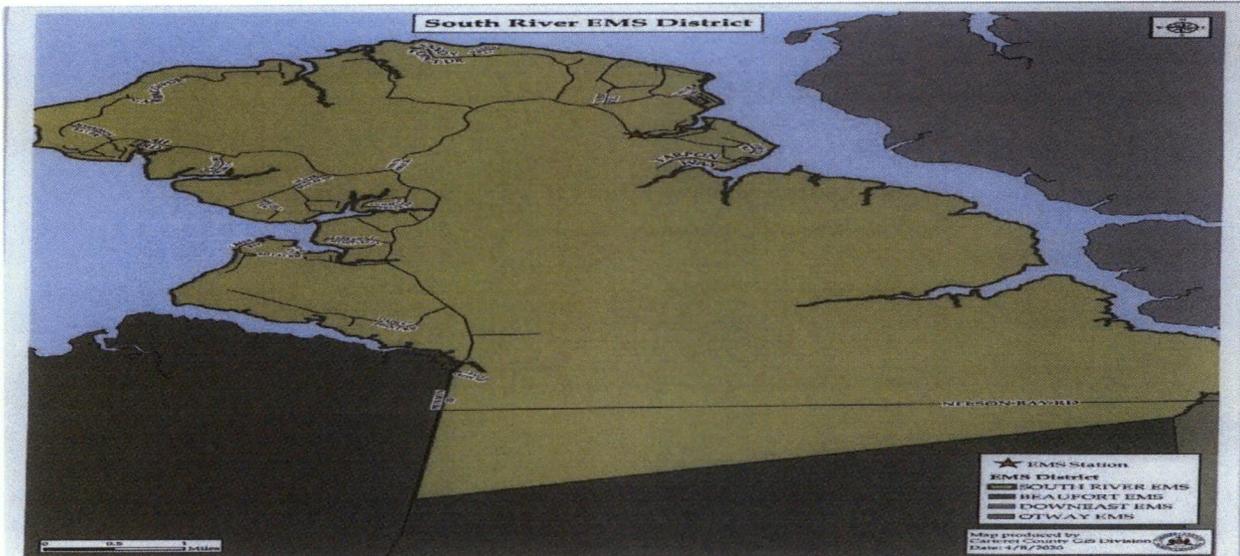
County Manager
 Tommy R. Burns
Clerk to the Board
 Rachel B. Hammer

**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.

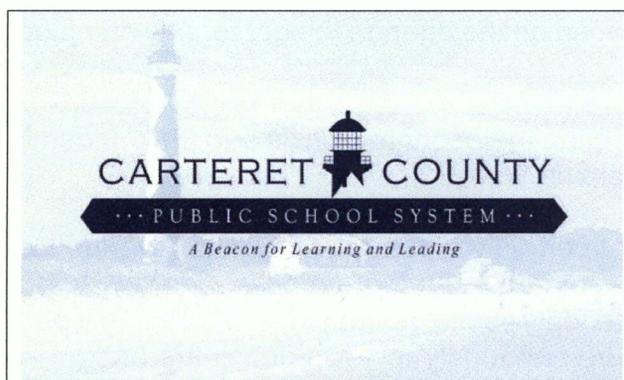
VIII. PRESENTATION OF CARTERET COUNTY PUBLIC SCHOOLS' 2020-21 BUDGET REQUEST

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>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>2020-2021 OPERATING BUDGET</p> <table border="0"> <thead> <tr> <th><u>Items</u></th> <th><u>Cost Estimates</u></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><small>Year 1- \$186,338 Year 2- \$245,958 Year 3- \$139,713 Year 4- \$410,911 Year 5- \$423,485</small></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)</small></td> <td>\$845,755</td> </tr> <tr> <td><small>Certified Salary Increase 5% Non-Certified Salary Increase 2% (Total certified/non-certified salary increase budgeted \$398,000)</small></td> <td></td> </tr> </tbody> </table>	<u>Items</u>	<u>Cost Estimates</u>	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	<small>Year 1- \$186,338 Year 2- \$245,958 Year 3- \$139,713 Year 4- \$410,911 Year 5- \$423,485</small>		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)</small>	\$845,755	<small>Certified Salary Increase 5% Non-Certified Salary Increase 2% (Total certified/non-certified salary increase budgeted \$398,000)</small>		<p>FACTORS IMPACTING THE BUDGET</p> <table border="0"> <thead> <tr> <th><u>Reason</u></th> <th><u>Position Changes</u></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>	<u>Reason</u>	<u>Position Changes</u>	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.

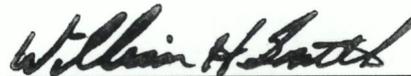
XII. CLOSED SESSION PURSUANT TO NCGS 143-318.11 FOR THE PERMITTED PURPOSE OF DISCUSSING (A) (3) ATTORNEY-CLIENT PRIVILEGE (*added as amended*)

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