



ORIENTAL TOWN BOARD REGULAR MEETING

Tuesday, August 9, 2025 6PM

507 Church Street, Oriental, NC

Mayor Sally Belangia officiating

The Town Board of Oriental regular meeting was held on Tuesday, July 15, 2025, and was called to order at 6 PM. Mayor Belangia determined a quorum to be present. The meeting was open to the public. All documents for the meeting were available through the Town's website at www.TownofOriental.com. Mayor starts with the Pledge of Allegiance.

Present: Mayor Belangia(SB), Mayor Pro Tempore Price (AP), Commissioner Overcash(CO), Commissioner Crosser(BC), Commissioner Litzenberger(BL), Town Manager Diane Miller(DM), Finance Officer Lisa Millington, Officer Wichrowski, and members of the Public. Mayor calls the meeting to order and starts with the Pledge of Allegiance.

Agenda: BL makes the MOTION to allow Mayor/Commissioner comments before the scheduled Closed Session. Seconded by MPT Price and approved unanimously.

Public comments

- Greg Bohmert, Bob Miller, Stanley Fiegenbaum all request the seat be left vacant. **Seat vacancy:** Several residents urged leaving the seat open until the November election to avoid perceived favoritism and more division.
 - Butch Rasmussen notes negative Letter to the Editor: I would urge the board to weigh carefully, Whether Mr. White's possible appointment would truly serve the best interest of our community. You should also be noting that Mr. White has written a hit piece. A letter to the editor where he has distorted reality to suit his negative narrative, to create, dissension.
 - Dallas Spruill spoke to Animal Control issue with the County. Strong interest in services and costs; skepticism about the previously floated \$450k municipal contribution idea.
 - Darlene Marquat and Barbara at 400 Mildred call for civility and rule of law.
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- **Vacant commissioner seat filled:** Commissioner Overcash noted that his health may prevent him from participating fully and encouraged the Board to fill the seat in order to maintain a quorum. The board voted (3-2, Crosser and Price dissenting, Mayor breaking the tie) to use the *motion* process and appointed Sandy Winfrey 3-1, Crosser dissenting, to the vacant seat. He was sworn in immediately.
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- **Animal control (county):** On Sept 5, the county said it will maintain current services (rabies, dangerous animals, bite response) under the Health Dept, keeping the Craven County shelter contract through this budget year. The new per-capita funding plan is shelved until next budget talks. Call volume snapshot mentioned: County ~572 vs Town ~197, noting a lot of people call Berkley directly and those calls are not captured. Noted that PAWS had received a large grant, had land, and were going to build a shelter. That should be considered.

Manager updates

- **Finances:** Early-year red numbers are normal (taxes arrive later). Town received \$72,000 FEMA (fishing pier) and \$16,000 more from a PFAS settlement; settlement funds will be reserved. Occupancy tax is lagging; letters will go to registered short-term rentals.
- **Projects:**
 - **Whitaker Creek dredge:** Out to bid; pre-bid meeting in September. Special statute allows proceeding with fewer than 3 bids for coastal dredging.
 - **Water system:** Plant rehab design work ongoing; valve project nearly to bid; booster station ~90% design to address Dolphin Point pressure; all wells to be inspected.
 - **Copper effluent fines:** Several ~\$1,900 fines (Dec-Mar). Consultant is contesting, citing a diffuser not accounted for in the permit.
- **Billing:** E-billing is live; to switch, residents must check the e-bill box in their account info. Paper bills will add a \$1.25 fee starting with the next cycle.
- **EV chargers:** Now \$5 flat fee per session (no longer free). First partial month brought \$75.50.

- Vegetation management: Town asked Duke to minimize herbicide use; report issues to Town Hall for direct contractor follow-up.
- **Brightspeed work:** Fiber/cable on Broad St soon; no work Oct 3–5 (festival). Expect street digs and traffic control; water mains are fragile.

Events & operations

- **Ol' Front Porch Music Festival:** Same street closures as prior years; 3 Sheriff's deputies assisting. Vehicles (including golf carts) must be kept separate from pedestrian areas during closures.
 - **Quarterly workshop change:** The Sept 25 workshop is canceled. Commissioners may attend the Tree Board meeting on Tue, Sept 30 at 9:00 AM (Town Hall) to discuss Chapter N (tree ordinance). Harbor & Waterfront's Chapter E rework was pulled for now.
 - **Staff holiday bonus approved:** A 2% one-time bonus (\$10,377.76 total) was approved, funded from an open police salary line. 3-1, Crosser dissenting.
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- **Police report:** Unusually 3 larcenies in August—beer theft (Dollar General), two bad-check incidents (one person twice), and two stolen outboard motors (no arrest yet). Many residence checks performed (full 360° walk-arounds).
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Commissioner/Mayor remarks

- Calls for civility, caution against misinformation, and support for staff.
 - Reminder to sign up for e-billing (help available).
 - Health note: Commissioner Overcash shared recent medical events; community support acknowledged.
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Closed session

- Board entered **closed session for personnel** under NCGS 143 by motion by MPT AP, Second CO; returned to adjourn.

SW: Makes a **MOTION** to adjourn. CO: Seconds. 5-0- 7:32PM.

Sally Belangia , Mayor

Diane H. Miller, Town
Manager/Clerk

Approved , 2025

STATE OF NORTH CAROLINA

COUNTY OF PAMLICO

THIS AGREEMENT is made and entered into this 14th Day of October, 2025, by and between the TOWN OF ORIENTAL, a North Carolina municipal corporation ("Owner") and KING DREDGING COMPANY, INC., a North Carolina business corporation ("Contractor"), collectively, the "Parties."

1. Contract Documents

1.1. The contract documents consist of this agreement and the project plans and specifications attached hereto as Exhibit A, and all change orders or modifications issued and agreed to by the Parties ("Construction Documents"). These contract documents represent the entire agreement of the Parties and supersede any prior oral or written agreement.

2. Scope of Work

2.1. The Contractor agrees to construct the project consistent with the Construction Documents. The project generally includes removing from Whittaker Creek approximately 12,000 cubic yards of dredged spoils to the permitted spoils site located off of White Farm Road in Oriental, N.C.

3. Time of Completion

3.1. The approximate commencement date of the project shall be October 16, 2025. The approximate completion date of the project shall be November 15, 2025, however any change orders and/or unusual weather, potential extension might delay or otherwise affect the completion date.

4. Contract Price

4.1. The contract price shall be \$22.50/cubic yard ("Contract Price"), for up to the 10,000 yards, subject to additions and deductions pursuant to authorized change orders and allowances.

4.2. Contractor shall provide all labor, equipment, and materials required to complete the project consistent with the Construction Documents.

4.3. The cost of the Construction Documents and engineered drawings, if any, shall be paid by Owner.

5. Progress Payments and Final Balance

5.1. Owner shall pay Contractor within 10 days of Contractor's satisfactory completion of the project.

6. Duties of the Contractor

6.1. All work shall be in accordance to the provisions of the Construction Documents.

6.2. All work shall be completed in a workman like manner, and shall comply with all state and local building codes and laws.

6.3. All work shall be performed by licensed individuals to perform their said work, as outlined by law.

6.4. Owner shall obtain all permits necessary for the work to be completed.

6.5. Contractor shall keep the worksite clean and orderly, and remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards, and will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation when crossing private property to the spoils site. Contractor shall leave the project in compliance with all outstanding permits.

6.6. Upon satisfactory payment being made for the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien.

6.7. Any damage to the Spoils Site will be corrected by the Contractor to the Owner's satisfaction, and any resultant fines for such damage will be the responsibility of the Contractor.

7. Owner

7.1. Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

7.2. Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

7.3. Owner shall have the right to inspect all work performed under this agreement. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Owner's expense.

8. Change Orders

8.1. A Change Order is any change to the original plans and/or specifications. All change orders must to be agreed upon in writing, including cost, additional time considerations,

approximate dates when the work will begin and be completed, and signed by the Parties. Fifty percent of the cost of each change order will be paid prior to the change, with the final 50% paid upon completion of the change order unless the Parties otherwise agree as reflected in the change order. Additional time needed to complete change orders shall be taken into consideration in the project completion date.

9. Insurance

9.1. Contractor shall furnish certificates of insurance to the Owner substantiating that Contractor has placed in force valid insurance covering its full liability under the workers' compensation laws of the State of North Carolina, and shall furnish and maintain general liability insurance. Proof of such insurance shall be provided to Owner upon Owner's execution of this agreement.

10. Termination of Contract

10.1. If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee.

10.2. If performance of this agreement or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

11. Miscellaneous

11.1. The Parties agree, notwithstanding the principles of conflicts of law, that the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Further, the Parties agree that any action relating to this Agreement shall be instituted and prosecuted only in the courts of the County of Pamlico, the State of North Carolina or in the United States District Court for the Eastern District of North Carolina, and each consents to the personal jurisdiction of said courts and waives any right or defense relating to such jurisdiction and venue.

11.2. Neither Party shall assign any responsibilities, obligations, or benefits hereunder without the other Party's express prior written consent.

11.3. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver by either Party of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred. No such waiver shall be enforceable unless in writing and signed by the party to be charged therewith.

11.4. The terms of this Agreement may not be amended or modified except by a written agreement duly executed by both Parties.

11.5. If any of the terms, covenants, conditions, and agreements hereof for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, and agreements hereof, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements were never contained herein.

11.6. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

11.7. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11.8. Each party has read and fully understands the terms of this Agreement, and each has had the opportunity to have this Agreement reviewed by its counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting the same shall not apply to this Agreement.

11.9. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior discussions and written and oral agreements with respect thereto.

IN TESTIMONY WHEREOF, the Owner caused this instrument to be executed as its act and deed by the Town Manager and attested by its Administrative Staff, all by the authority of its

Board of Commissioners; and Contractor has executed or caused this document to be executed by authority duly given, all as of the day and year first above written.

TOWN OF ORIENTAL

By: _____
Town Manager

ATTEST:

Finance Officer

KING DREDGING COMPANY, INC.

By: _____
Christopher R. King

Mayor

Sally T. Belangia

Board of Commissioners

Mayor Pro Tempore Allen Price

Commissioner Charlie Overcash

Commissioner Breena Litzenberger

Commissioner Bonnie Crosser

Commissioner Sandy Winfrey



RESOLUTION 2025-11

WHEREAS, in 2025, an estimated 67,440 individuals in the United States will be diagnosed with pancreatic cancer, and approximately 51,980 will lose their lives to this devastating disease;

WHEREAS, pancreatic cancer is currently the third leading cause of cancer-related death in the United States—surpassing breast cancer—and is projected to become the second by 2030;

WHEREAS, pancreatic cancer has the lowest five-year relative survival rate of all major cancers, currently at just 13%, and remains the only major cancer with a five-year survival rate below 20%;

WHEREAS, symptoms of pancreatic cancer often appear in the late stages, resulting in only 15% of cases being diagnosed when the disease is still localized, and more than 87% of those diagnosed die within five years;

WHEREAS, an estimated 1,910 deaths will occur in North Carolina due to pancreatic cancer in 2025;

WHEREAS, the health and well-being of the residents of Oriental are enhanced through greater awareness, education, and research into early detection, risk factors, and effective treatments for pancreatic cancer;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Commissioners of the Town of Oriental hereby proclaims 20 November, 2025, as World Pancreatic Cancer Day in Oriental and encourages all residents to learn more about this disease and support efforts toward finding a cure.

Adopted this 14th Day of October, 2025.

Sally T. Belangia, Mayor
Town of Oriental

Diane H. Miller, MPA, ICMA-CM
Clerk to the Board