# REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF COMMISSIONERS
# MONDAY, FEBRUARY 16, 2026

| P.M. | NAME | SUBJECT |
|---|---|---|
| 7:00 | Chairman Heath | Call Meeting to Order |
| | | Invocation |
| | | Pledge of Allegiance |
| | | Approve Proposed Commissioner's Meeting Agenda for February 16, 2026 (Additions and/or deletions to the Agenda) |
| | | Approval of the minutes for:<br>January 20, 2026 Regular and Closed Session Minutes and February 9, 2026 Special Called Meeting and Closed Session Minutes |
| 7:05 | Retirement Recognition | Proclamation for Lisa Bennett [1. 25-26-149] |
| 7:10 | Dr. Jeremy Johnson | Pamlico County Schools Quarterly Update [2. 25-26-150] |
| 7:15 | Melanie Dixon | Healthy NC 2030 Scorecard & SOTCH Presentation [3. 25-26-151] |
| 7:20 | Carr, Riggs & Ingram | Annual Audit Presentation [4. 25-26-152] |

**Public Comment Period:**
Each speaker is asked to limit comments to three (3) minutes. Direct your comments to the full board, not to an individual Board member or staff member. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. The Public Comment period shall not exceed a total of fifteen minutes, unless the Board entertains a successful majority vote to extend this period.

## CONSENT AGENDA

| | | |
|---|---|---|
| 5. | 25-26-153 | Request for approval of Budget Amendments |
| 6. | 25-26-154 | Request for approval of Board Releases |
| 7. | 25-26-155 | Request for approval of Board of Equalization Member Reappointment |
| 8. | 25-26-156 | Request for approval of the Fire Department Local Relief Fund Board Appointments |
| 9. | 25-26-157 | Request for approval to Accept Opioid Legislative Appropriations |
| 10. | 25-26-158 | Request for approval of the Library Board Appointment |
| 11. | 25-26-159 | Request for approval of Agricultural Advisory Board Appointment |
| 12. | 25-26-160 | Request for approval of Environmental Health Additional Fees |

| | | |
|---|---|---|
| **13.** | **25-26-161** | **Request for approval of Environmental Health Power Outage of Regulated Establishments Guidance Document** |
| **14.** | **25-26-162** | **Request for approval of USDA Lease Agreement** |
| **15.** | **25-26-163** | **Request for approval of China Grove Subdivision, China Grove Road Plat** |
| **16.** | **25-26-164** | **Request for approval/acceptance of the 2025 County Commissioners Annual Settlement Report** |

## CORRESPONDENCE AGENDA

| | | |
|---|---|---|
| **17.** | **25-26-165** | **Discussion Request: Approval of Updated Swimming Pool Policy** |
| **18.** | **25-26-166** | **Discussion Request: Appeal of Situs of a 2014 Lagoon 40ft** |
| **19.** | **25-26-167** | **Discussion Request: Pamlico County Animal Services Ordinance** |
| **20.** | **25-26-168** | **Request for Closed Session regarding Personnel [N.C.G.S. § 143-318.11(a)(6)]** |

County Commissioner, County Attorney, County Manager and Finance Officer time and closed session if applicable.

**REGULAR SESSION MINUTES OF THE**
**PAMLICO COUNTY BOARD OF COMMISSIONERS**
**TUESDAY, JANUARY 20, 2026**

DRAFT MINUTES

The Pamlico County Board of Commissioners met in regular session on Tuesday, January 20, 2026, at 7:00pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Candy Bohmert, Doug Brinson, Kari Forrest, Ken Heath, Thomas Mills, and Ed Riggs were present. Also present were County Attorney Dave Baxter, County Manager Mark Brewington, Finance Officer Alex Showalter, and Clerk to the Board Tracy Boyd. Commissioner Carl Ollison was not present.

Chairman Heath called the meeting and led the assemblage in the Pledge of Allegiance.

Chairman Heath asked if there were any additions and/or deletions to the agenda; Commissioner Riggs made a motion, seconded by Commissioner Brinson, and unanimously approved to add Item 7a: Appeal of Valuation of a 1998 Grady White 23ft Twin Yamaha 150hp and Remove Item 1: Proclamation for Lisa Bennett.

On a motion made by Commissioner Riggs and seconded by Commissioner Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, the Proposed Commissioner's Meeting Agenda for January 20, 2026, is hereby approved as amended.**

Chairman Heath asked if there were any corrections, additions, and/or deletions to the January 5, 2026, Regular and Closed Session Minutes. There were no changes, then on a motion made by Commissioner Bohmert and seconded by Commissioner Heath, the following resolution was unanimously approved.

**BE IT RESOLVED, the January 5, 2026 Regular and Closed Session Minutes are hereby approved, and the Chairman's signature is authorized thereon.**

The Board then turned their attention to the Consent Agenda.

On a motion made by Commissioner Riggs and seconded by Commissioner Bohmert, the following resolutions were unanimously approved.

**BE IT RESOLVED, the request for approval of the Tax Office Board Releases is hereby approved, and the Chairman's signature is authorized thereon.** [25-26-141]

**BE IT RESOLVED, the request to approve Pamlico County Government Password Policy and Pamlico County Government Acceptable Use Policy, are hereby approved.** [25-26-142]

**BE IT RESOLVED, the request for approval from the Water Department for Remodeling of Bathroom quote in the amount of $14,900.00, is hereby approved.** [25-26-143]

**BE IT RESOLVED, the request for approval from the Sheriff's Office to Purchase 1 Replacement Vehicle with an estimate cost of $55,500.00, is hereby approved.** [25-26-144]

Commissioner Forrest arrived at 7:04pm.

The Board then turned their attention to the Correspondence Agenda.

On a motion made by Commissioner Bohmert and seconded by Commissioner Riggs, the following resolution was unanimously approved.

**BE IT RESOLVED, the following FY25-26 Budget Amendment(s) are hereby approved.**
**[25-26-145]**

*Department*: Rescue Squad #26-069

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 100600-400000 | Miscellaneous Revenue | $ 500.00 | |
| 104370-519900 RACE | Contracted Services | $ 500.00 | |

*Reason for Budget revision: To recognize Misc. Revenue from Duke Institute for clinical studies and increase Rescue Squad contracted services line.*

*Department*: Finance #26-070

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 100000-439900 | Fund Balance Approp | $ 115,000.00 | |
| 109910-599041 | Transfer to Reappraisal Fund | $ 115,000.00 | |
| 410226-430010 | Transfer from General Fund | $ 115,000.00 | |
| 414142-519200 | Professional Services | $ 115,000.00 | |

*Reason for Budget revision: To move money to cover shortfall in Reappraisal due to change from 8 year cycle to 6 year cycle.*

*Department*: NCDIT Broadband Grant #26-071

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 100000-439900 | Fund Balance Approp | $ 295,000.00 | |
| 104110-555008 | NCDIT Broadband Grant | $ 295,000.00 | |

*Reason for Budget revision: To reallocate funds needed for NCDIT Grant not rolled forward.*

DRAFT MINUTES

*Department*: Emergency Management #26-072

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 100213-434362 | EMS/EMW-2020-SS-00023 | $ 14,032.85 | |
| 104330-541083 | Equipment – EMS Boat Trailer | $ 14,032.85 | |

*Reason for Budget revision: To increase HSGP funding for Personal Protective Equipment. Funds were reallocated to Pamlico as another jurisdiction returned unspent funds.*

*Department*: Sheriff #26-073

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 100600-434262 | Insurance Claims Loss-Sheriff | $ 27,000.00 | |
| 104620-555000 | Capital Outlays | $ 27,000.00 | |

*Reason for Budget revision: An adjustment to the Enterprise Plan for Fiscal Year 2026 to facilitate the purchase of an additional vehicle for the Sheriff's fleet to replace a totaled vehicle in December.*

*Department*: Jail #26-074

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 104320-519900 | Contracted Services | $ 53,100.00 | |
| 100000-439900 | Fund Balance App | $ 53,100.00 | |

*Reason for Budget revision: To accommodate payment in relation to a settlement agreement.*

The Board and County Manager Mark Brewington discussed the requirements, restrictions and financial obligations of the County. County Manager Mark Brewington also mentioned the County responsibility would be approximately $24,349.00 for year one. Sheriff Chris Davis was in attendance for any questions. Sheriff Chris Davis mentioned this grant requires a tiered match over three years and grant would fund one Traffic Safety Deputy to include salary, equipment, and vehicle for one year.

On a motion made by Commissioner Brinson and seconded by Commissioner Bohmert, the following resolution was unanimously approved.

**BE IT RESOLVED, the request from Sheriff's Office to apply for the 2026 Governor's Highway Safety Traffic Safety Grant, is hereby approved.** **[25-26-146]**

On a motion made by Commissioner Bohmert and seconded by Commissioner Forrest, the following resolutions were unanimously approved.

**BE IT RESOLVED, the request from Tax Administrator to uphold the value of $16,840.00 of an Appeal of Valuation of a 1998 Grady White 23ft Twin Yamaha 150hp Boat, is hereby approved.**[7a.]

DRAFT MINUTES

The Board discussed options for a Budget Meeting. The Board confirmed a Budget Meeting would be scheduled for Monday, February 2, 2026 at 5:00pm in the Commissioners' Board Room, located on the second floor of the Pamlico County Courthouse Annex, 202 Main Street, Bayboro, NC 28515. This meeting is open to the public. [25-26-147]

Chairman Heath then invited Health Director Melanie Dixon to present the Board of Health following agenda items:

1. Introduction
2. Monies Received for Services
3. EH Updates:
   a. Food and Lodging Quarterly Numbers (Oct-Dec 2025)
   b. EH Application/Permit Numbers
   c. Three-month comparison of On-Site Numbers
4. Clinic Updates:
   a. Patient Appointments for the 2nd Quarter (Oct-Dec 2025)
   b. Patients Seen for the 2nd Quarter
   c. Hard Numbers from the Electronic Health Record
5. Animal Services Updates:
   a. 2nd Quarter Numbers
   b. Concerns
6. Brief Update on Accreditation Cycle 2022-2026
7. Questions?

On a motion made by Commissioner Riggs, seconded by Commissioner Forrest, and unanimously approved, the Board went into Closed Session for discussion regarding Personnel and Attorney/Client Privilege [N.C.G.S. § 143-318.11(a)(6)(3)]. Time Recorded: 7:41pm [25-26-148]

No action was taken in Closed Session.

On a motion made by Commissioner Riggs, seconded by Commissioner Bohmert, and unanimously approved, the Board went back into Open Session. Time Recorded: 9:16pm

The Board met in Closed Session to consult with the County Attorney in order to preserve attorney/client privilege.

On a motion made by Commissioner Riggs and seconded by Commissioner Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, the request for approval of the Mutual Settlement Agreement and Release between Pamlico County and CarolinaEast Medical Center, is hereby approved.**

There being no further business, on a motion made by Commissioner Heath and seconded by Commissioner Riggs, the Board adjourned until next regular meeting on Monday, February 2, 2026, at 7:00pm. Time Recorded: 9:26pm.

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Chairman

DRAFT MINUTES

_____

Clerk to the Board

DRAFT MINUTES

**SPECIAL CALLED MEETING MINUTES OF THE**
**PAMLICO COUNTY BOARD OF COMMISSIONERS**
**MONDAY, FEBRUARY 9, 2026**

The Pamlico County Board of Commissioners met on Monday, February 9, 2026 at 6:00pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Doug Brinson, Kari Forrest, Ken Heath, Thomas Mills, Carl Ollison, and Ed Riggs were present. Also present were County Manager Mark Brewington, Finance Officer Alex Showalter and Clerk to the Board Tracy Boyd. Commissioner Candy Bohmert was not present. This meeting was open to the public, and proper notice was given.

Chairman Heath called the meeting to order, and turned the meeting over to County Manager Mark Brewington and Finance Officer Alex Showalter.

The Board then began the Budget Meeting. The purpose of this meeting was:

1. Gather Board Input on Strategic Priorities
2. Explain the FY 2027 Budget Development Process
   - Infrastructure Needs
   - Capital Planning and Reserve Proposal
3. Review FY 2026 Financial Outlook
4. Approval of Loan Modification with Truist Bank In Relation to New School Construction and Budget Amendment
5. Current Vacant Positions
6. General Discussion

Finance Officer Alex Showalter presented the following:

- Changes in Budget Process for FY 2027:
  - Key changes to the budget process include linking funding to results, adopting a multi-year perspective for better visibility, making more transparent use of the fund balance, and improving the budget book for readability and public transparency.
- Community Context and SWOT (Strengths, Weakness, Opportunities, Threats) Analysis
- Infrastructure and Development Discussion
- Vision and Mission Statement
- Strategic Plan Goals
- County Spending, Cost Analysis, and Revenue Allocation
  - Total One Time Revenues: $816,893.32
- County Budget and Financial Challenges
- EOY Fund Balance Estimate
  - Currently there are a lot of unknown variables for end of year, some health and social services revenues may not be realized due to continued federal funding issues.
  - Best Case = ~($300,000.00)
    Medium Case = ~($461,000.00)
    Worst Case = ~($756,000.00)

DRAFT MINUTES

- Jail Revenue has recovered but, it is not currently generated an excess to makeup for prior months.

The Board discussed the current open positions.

Chairman thanked Finance Officer Alex Showalter, and the Board turned their attention to the Consent Agenda.

On a motion made by Commissioner Brinson and seconded by Commissioner Riggs, the following resolution was unanimously approved.

**BE IT RESOLVED, the request for approval of Loan Modification with Truist Bank In Relation to New School Construction and supporting Budget Amendment, is hereby approved.**

The Board announced they would be holding a Budget Meeting on Friday, March 20, 2026. This meeting is open to the public.

Chairman Heath asked to add Closed Session for Personnel on the agenda. On a motion made by Commissioner Forrest and seconded by Commissioner Brinson, the resolution was unanimously approved.

On a motion made by Commissioner Riggs, seconded by Commissioner Heath, and unanimously approved, the Board went into Closed Session for Personnel items [N.C.G.S. § 143-318.11(a)(6)]. Time Recorded: 8:00pm

No action was taken during Closed Session, then on a motion made by Commissioner Forrest, seconded by Commissioner Riggs, and unanimously approved, the Board went back into Open Session. Time Recorded: 8:03pm

On a motion made by Commissioner Brinson and seconded by Commissioner Riggs, the following resolution was unanimously approved.

**BE IT RESOLVED, the request to contract Lisa Bennett to assist in the Board of Elections office for a maximum of 40 hours at $35.00 per hour beginning February 12, 2026, through March 13, 2026, is hereby approved.**

There being no further business, on a motion made by Commissioner Riggs and seconded by Commissioner Heath, the Board adjourned until the next regular meeting on Monday, February 16, 2026 at 7:00pm. Time Recorded: 8:05pm.

_____
Chairman

_____
Clerk to the Board

DRAFT MINUTES

**BOARD OF COMMISSIONERS**

**CHAIRMAN**
KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

**COUNTY OF PAMLICO**

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Proclamation Recognizing Pamlico County Board of Elections Director Lisa Bennett

Pamlico County Board of Commissioners to present a Proclamation recognizing Pamlico County Board of Elections Director Lisa Bennett for her retirement of approximately 19 years of service. Director Bennett has served the residents of Pamlico County well.

Please see a copy of the Proclamation attached for your review and consideration.

**BOARD OF COMMISSIONERS**

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KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
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MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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**Proclamation Recognizing Lisa Bennett**
**Upon Retirement from Pamlico County Board of Elections**
**For Exceptional Service**

**WHEREAS,** Director Bennett has dedicated approximately 19 years of exemplary service to the citizens of Pamlico County, most recently serving as the Director of Elections; and

**WHEREAS,** throughout her tenure, Director Bennett has been a steadfast guardian of the democratic process, ensuring that every election was conducted with the highest levels of integrity, transparency, and accuracy; and

**WHEREAS,** Director Bennett oversaw the administration of numerous municipal, county, state, and federal elections, navigating complex legislative changes and technological advancements to improve the voting experience for all residents; and

**WHEREAS,** Director Bennett has earned the deep respect of colleagues, poll workers, and the community for her commitment to fair and accessible elections and her tireless efforts to educate and engage voters; and

**WHEREAS,** Director Bennett retired from Pamlico County on January 2, 2026, leaving behind a legacy of professional excellence and a modernized election department;

**NOW, THEREFORE, BE IT RESOLVED,** that the Pamlico County Board of Commissioners does hereby express its sincere and grateful appreciation to Director Bennett for her dedicated service to the residents of Pamlico County; and

**BE IT FURTHER RESOLVED,** that the Board extends its heartiest congratulations on a well-earned retirement and offers its best wishes for continued success, happiness, and good health in all future endeavors.

**Adopted this 16th day of February 2026 by the Pamlico County Board of Commissioners.**

_____

Ken Heath, Chairman

Pamlico County Board of Commissioners

_____

Tracy Boyd, Clerk to the Board

[SEAL]

**BOARD OF COMMISSIONERS**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico County Public Schools Update

Pamlico County Schools Superintendent Dr. Jeremy Johnson has requested time with the Pamlico County Board of Commissioners to give an update on Pamlico County School.

**BOARD OF COMMISSIONERS**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico County Health Department Annual State Of The County Health Report

Pamlico County Health Director will present to the Pamlico County Board of Commissioners the State of the County Health Report. This report will provide an overview of the current programs and services.

Please see a copy of the Healthy NC 2030 Scorecard & State of the County Health presentation documents for your review.

# HEALTHY NC 2030 SCORECARD & SOTCH

**PAMLICO COUNTY | 2024–2027**

MELANIE R. DIXON-HEALTH DIRECTOR

# WHAT IS THE HEALTHY NC 2030 SCORECARD?

- Community health planning and accountability tool for 2024–2027
- Based on the 2024 Community Health Assessment (CHA)
- Serves as the Community Health Improvement Plan (CHIP)
- Required for NC Local Health Department Accreditation

# WHY THE BOARD OF COMMISSIONERS SHOULD CARE

- Data-driven roadmap for improving health outcomes
- Aligns county efforts with Healthy NC 2030 goals
- Supports grant eligibility and state funding
- Ensures accountability and performance monitoring
- Reflects collaboration with community and regional partners

# HOW HEALTH PRIORITIES WERE IDENTIFIED

- Community health survey (620 responses)
- Review of local and state health data
- Targeted outreach to underserved populations
- Input from the Advisory Board of Health and community stakeholders

# 2024–2027 COMMUNITY HEALTH PRIORITIES

1. SUBSTANCE USE DISORDER

2. MENTAL HEALTH

3. OVERWEIGHT / OBESITY

# WHAT THE SCORECARD MEASURES

- Result Statements – desired community conditions
- Healthy NC 2030 Indicators – progress measures
- Programs & Activities – local actions
- Performance Measures – effort, quality, impact
- Tracked annually using Clear Impact Scorecard™

# KEY COMMUNITY HEALTH CHALLENGES

- Substance use and overdose risk
- Limited access to mental health services
- Chronic disease and obesity
- Cost, insurance, and transportation barriers
- Health disparities among underserved populations

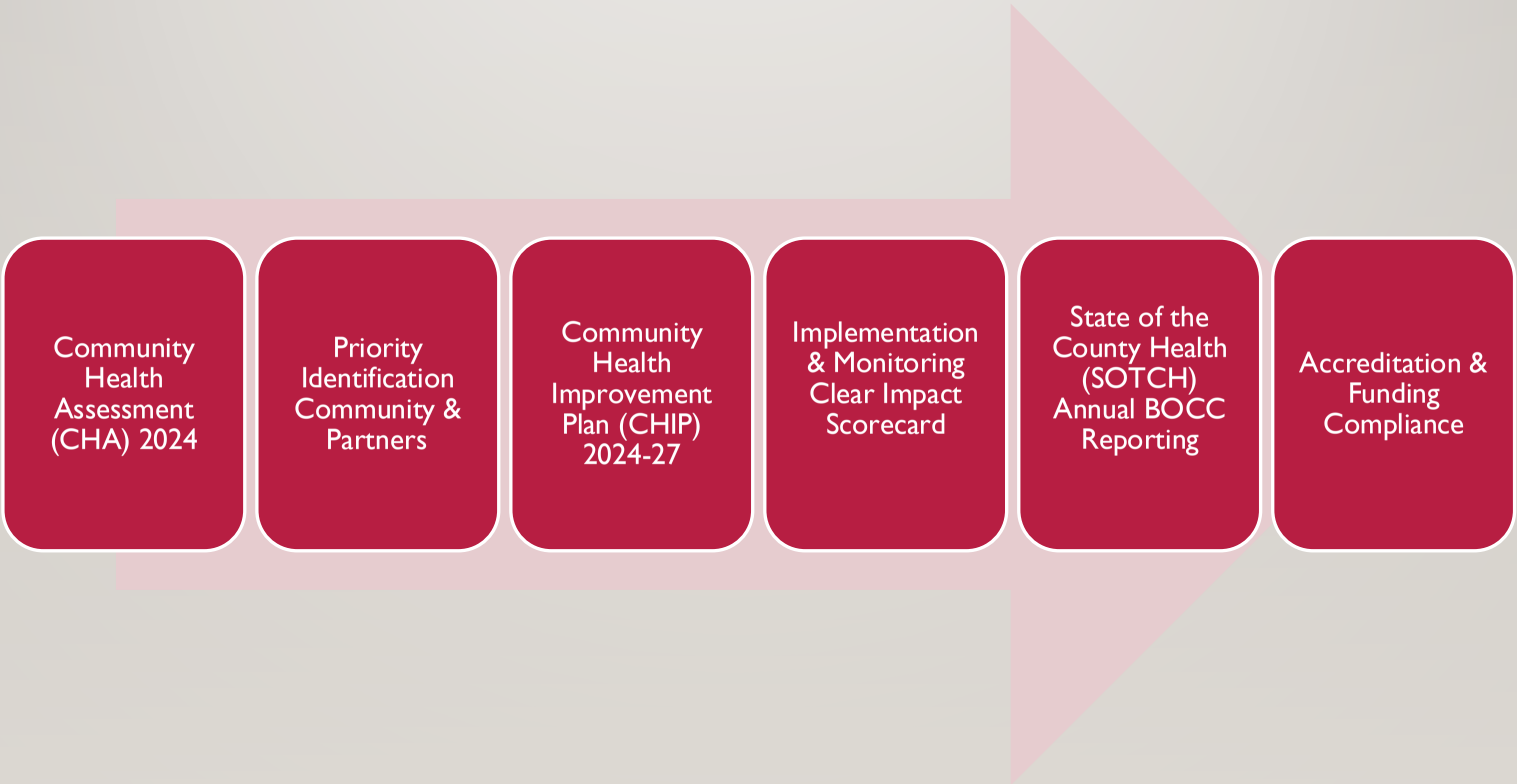
# WHAT HAPPENS NEXT

- CHIP implementation through 2027
- Annual State of the County Health (SOTCH) reporting
- Continued collaboration with community partners
- Ongoing evaluation and adjustment

# BOTTOM LINE

- Required planning and accountability document
- Not a new mandate
- Strengthens funding opportunities
- Supports long-term health improvements for Pamlico County residents

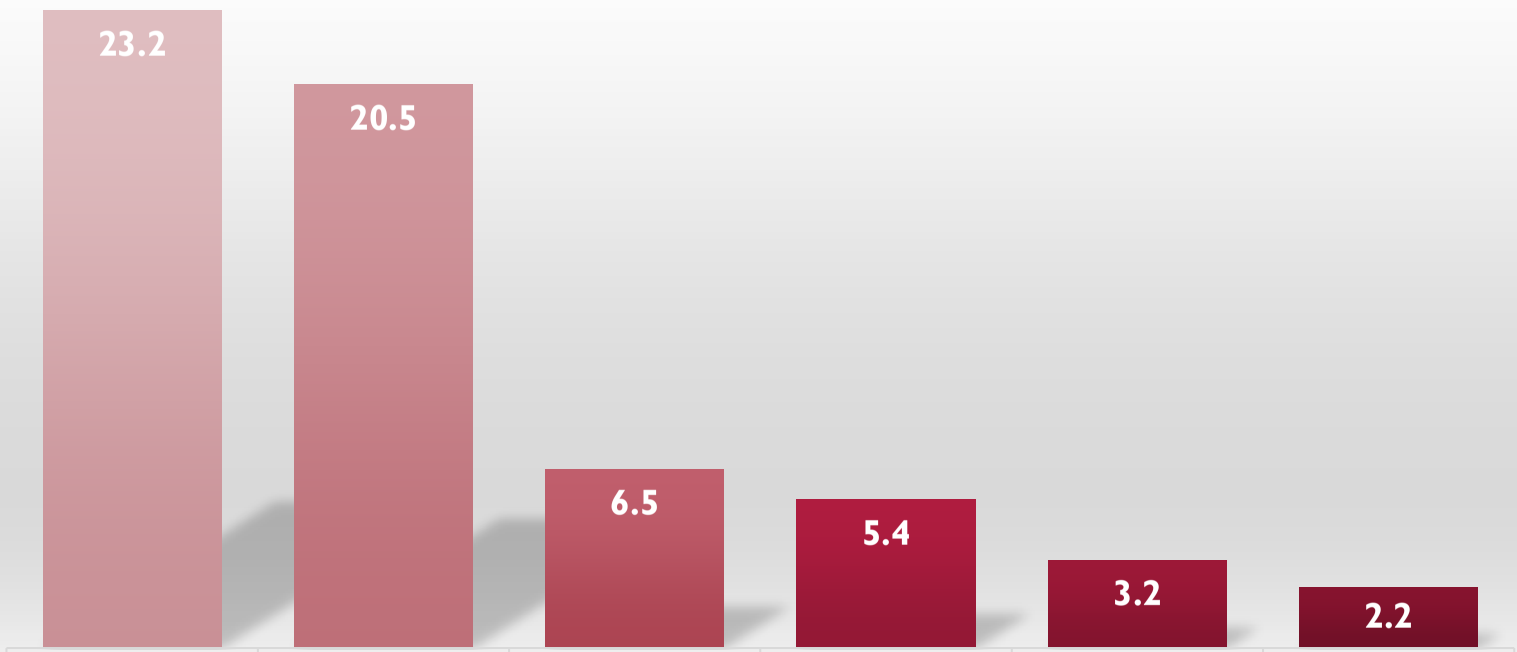
# CHA → CHIP → SOTCH → ACCREDITATION



# 2025 SOTCH – KEY PROGRESS

- Primary Care and Telehealth services launched
- Full-time Advanced Practice Provider (40 hrs/week)
- $250,000 NC DHHS Telehealth Infrastructure Grant
- Workforce pipeline expanded through academic partnerships

# LEADING CAUSES OF DEATH – PAMLICO COUNTY




| | Circulatory System | Cancer | External Causes | Respiratory | Mental/Neuro | Endocrine/Metabolic |
|---|---|---|---|---|---|---|
| Percent of Deaths | 23.2 | 20.5 | 6.5 | 5.4 | 3.2 | 2.2 |

# APPENDIX – DISCONTINUED INITIATIVES

**Discontinued:**

- NC Syringe Service Program (BOH approval denied)
- Jail Health
- DSS CAP/Disabled Adults Nurse Assessments
- CDC Public Health Associate Program
- Community Health Aide Pilot Internship

# BOARD ACCEPTANCE & APPROVAL

- The Pamlico County Health Department respectfully requests that the Board of Commissioners:
- Accept the 2025 State of the County Health (SOTCH) Report
- Approve the 2024–2027 Community Health Improvement Plan (CHIP)
- Acknowledge the Healthy NC 2030 Scorecard as Pamlico County's official planning and accountability framework
- These actions support accreditation requirements, funding eligibility, and continued improvement of community health outcomes.

**Recommended Action: Accept & Approve**

- Pamlico County Board of Commissioners/Board of Health
- Pamlico County Health Department Staff
- Advisory Board of Health
- Community Partners
- Pamlico County Residents

# THANK YOU!

Melanie R. Dixon
Health Director
Pamlico County Health Department

# CHA, CHIP, and SOTCH Submissions

All electronic documents and requests related to CHA, CHIP, and SOTCH submissions must be sent to the following email address:
**CHA.SOTCH@dhhs.nc.gov**

The North Carolina Local Health Department Accreditation Program and the NC Department of Health and Human Services (NC DHHS) Consolidated Agreement require local health departments to complete a **Community Health Assessment (CHA)** at least once every **48 months**.

The year of the CHA marks the start of the CHA-CHIP-SOTCH Cycle.

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## Community Health Assessment (CHA)

**Due date:** First Monday in March

**Submission Steps**

1. Create a new **Scorecard Cycle** in Clear Impact Scorecard.
2. Upload a **PDF version of the CHA** to the Community Health Assessment section of the new Scorecard.
3. Name the file using the following format:
   **COUNTY_ {YEAR}_CHA.pdf** (e.g., *AVERY_ 2024_ CHA.pdf*).
4. Copy and paste the **Executive Summary** into the note fields in Scorecard.
5. Email **CHA.SOTCH@dhhs.nc.gov** to notify staff that the CHA has been uploaded and is ready for review.

**Additional Requirements**

- If requesting an extension, submit the request in writing to CHA.SOTCH@dhhs.nc.gov before the due date.
- Review the document for spelling and grammatical errors before uploading.
- Receipt of documents will be acknowledged within two weeks. If you do not receive confirmation, contact the HNC 2030 Resource Center at **HNC2030@dhhs.nc.gov**.

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## Community Health Improvement Plan (CHIP)

### Timing and Due Dates

- The CHIP must be created in Clear Impact Scorecard **within six months** of the CHA.
- If the CHA is submitted by the first Monday in March, the CHIP is due by the **first Monday in September (Labor Day)**.

### Core Requirements

- The CHIP must demonstrate key characteristics of **Results-Based Accountability (RBA)** including data and narrative that tell a concise story of how people are better off because of the improvement plan.
- All baseline data (indicators and performance measures) should be updated at least annually (typically during SOTCH reporting).
- All Programs must have one or more performance measures.
- Performance measures are optional for non-Program objects (e.g., Policy, Strategy, Activity, Coalition Task Force).
- All object types must include:
    - A clear description
    - Identification of partners
    - An annual progress note

### Submission Steps

1. Review all note fields for spelling, grammar, and clarity.
2. Download a fully expanded copy of the CHIP (including all notes).
3. Name the file COUNTY_ {YEAR}_CHIP.pdf (e.g., *AVERY_ 2025_ CHIP.pdf*).
4. Email the file to **CHA.SOTCH@dhhs.nc.gov** by the due date.

### Extensions

- Extension requests must be submitted in writing before the due date.
- An extension for the CHA does not automatically extend the CHIP.

### Confirmation

- Receipt will be acknowledged within two weeks. If no confirmation is received, contact **HNC2030@dhhs.nc.gov**.

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**State of the County Health Report (SOTCH)**

A SOTCH report is required in years when a CHA is *not* submitted. It documents annual progress on CHIP performance measures.

**Due Date**

- First Monday in March (in non-CHA years)

**Example Timeline**

- CHA submitted: A 2023 CHA was submitted March 2024
- CHIP submitted: September 2024
- First SOTCH (for 2024 data): March 2025
- Second SOTCH (for 2025 data): March 2026

**Submission Steps**

1. Create the SOTCH in Clear Impact Scorecard.
2. Download a fully expanded copy (including all notes).
3. Name the file COUNTY_ {YEAR}_SOTCH.pdf (e.g., *AVERY_ 2025_ SOTCH.pdf*).
4. Email the file to **CHA.SOTCH@dhhs.nc.gov** by the due date.

**Additional Requirements**

- Extension requests must be submitted in writing before the due date.
- Review all note fields for spelling, grammar, and clarity.
- Receipt will be acknowledged within two weeks. If no confirmation is received, contact **HNC2030@dhhs.nc.gov**.

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**Consultation, Training, and Technical Assistance**

Consultation, training, and technical assistance are available year-round upon request. Contact the **HNC 2030 Resource Center** at **HNC2030@dhhs.nc.gov** to schedule.

**Available Training Opportunities**

- **RBA Training** (required for Scorecard users): Offered through North Carolina AHEC.
- **CHA Institute**: Held twice annually (Spring and Fall). Covers North Carolina's *Twelve Steps of the Community Health Assessment*.
- **Scorecard School for CHIPs**: Offered during summer months prior to September CHIP deadlines.
- **Scorecard School for SOTCH Reports**: Offered during winter months prior to March SOTCH deadlines.

Staff are encouraged to monitor emails from the HNC 2030 Resource Center for training announcements.

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**Last Updated:** January 22, 2026

# Healthy NC 2030 Scorecard & 2025 SOTCH

Pamlico County's Healthy NC 2030 Scorecard serves as the Community Health Improvement Plan (CHIP) for the 2024–2027 cycle. The annual State of the County Health (SOTCH) report documents progress, emerging issues, and program outcomes, fulfilling accreditation and accountability requirements.

## 2025 SOTCH Progress Snapshot

• Behavioral Health/Substance Use, Community Wellness, and Workforce Development priorities advancing
• New Primary Care and Telehealth services launched
• Full-time Advanced Practice Provider hired (40 hrs/week)
• $250,000 NC DHHS Telehealth Infrastructure Grant awarded
• Academic partnerships contributing over $400,000 in value

## Key Issues Identified

• Opioid-related deaths and overdoses remain elevated
• Transportation barriers limit access to care
• Increased service demand following Medicaid expansion
• Ongoing billing and reimbursement modernization

**Bottom Line:** The Scorecard, CHIP, and SOTCH function as an integrated system to guide resource allocation, demonstrate accountability, and support accreditation, funding, and long-term health improvements in Pamlico County.

**BOARD OF COMMISSIONERS**

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**COUNTY OF PAMLICO**

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BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico County Annual Audit Presentation

Pamlico County Finance Officer is requesting time with the Pamlico County Board of Commissioners for an annual audit presentation as required under 20 NCAC 03.0502. Carr Riggs and Ingram will present the audited financial statements including any compliance reports.

Please see a copy of the memorandum of request attached for your review.

BUDGET AMENDMENTS

#26-080

COUNTY OF PAMLICO

# B U D G E T  R E V I S I O N

*Indicate Type:* Budget Amendment X  Line-Item Transfer _____

*Type of Revision:* Expenditure X  Revenue X

*Department*: DSS

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line-Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

## FISCAL YEAR 2025-2026

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT (+) INCREASED | AMOUNT (-) DECREASED |
|---|---|---|---|
| 750600-437567 | Trustee Account | $ 14,268.00 | |
| 757130-583067 | Expense | $ 14,268.00 | |

*Reason for Budget revision: To recognize income received by wards and increase expenditure line. Estimated yearly income wards expense and revenue.*

Finance Officer

County Manger

Agenda Date

Clerk to the Board (For Board Approval)

# B U D G E T  R E V I S I O N

*Indicate Type*: Budget Amendment X Line Item Transfer
*Type of Revision*: Expenditure(E) E Revenue ( R ) R

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the budget ordinance.

## FISCAL YEAR 2025-2026

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT(+) INCREASED | AMOUNT(-) DECREASED |
|---|---|---|---|
| 750600-437567 (R ) | B. Venturi | $14,268.00 | |
| 757130-583067(E ) | B. Venturi | $14,268.00 | |

*Reason for Budget Revision:* To recognize income received by wards and increase expenditure line
Estimated yearly income wards expense and revenue

Approved By:

Finance Officer

County Manager

Agenda Date

Clerk to the Board (For Board Approval)

filename:A:\BDGAMENDtemmplete.wps

## Patrice Lackey

**From:** Danielle Jones <dajones@pamlicodss.net>
**Sent:** Friday, February 6, 2026 10:25 AM
**To:** Marea Stewart
**Cc:** Monica Jenkins; Patrice Lackey; Adriana Corona
**Subject:** New Ward Exp & Rev
**Attachments:** FY26 Estimated yearly Wards B Venturi.xls

**Categories:** Budget Amendments

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

Estimated new ward exp & rev.

Thanks

BOARD RELEASES

$124.98 Release # 5868

2/2/2026 Bd. Date

## THE BOARD OF PAMLICO COUNTY COMMISSIONERS

**Bayboro, NC**

**ORDERED, That** Alissa Sarda **be and is hereby**

**relieved from paying taxes on year (s)** 2026

One Hundred Twenty Four & 98/100's **Dollars**

Gap bill in error

**Taxpayer #** 0046424

| | | |
|---|---|---|
| | **Tax Year** | 2026 |
| | **Receipt #** | 6879077 |
| | **County Tax** | $114.13 |
| F/W | **Fire Tax** | $10.85 |
| | **Town Tax** | |
| | **Interest/LL** | |

**Chairman Board of County Commissioners**

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$496.82 Release # 5869

2/2/2026 Bd. Date

## THE BOARD OF PAMLICO COUNTY COMMISSIONERS

**Bayboro, NC**

**ORDERED, That** Sean Pollin **be and is hereby**

**relieved from paying taxes on year (s)** 2025

Four Hundred Ninety- Six & 82/100's **Dollars**

Double listed

**Taxpayer #** 0046212

| | | |
|---|---|---|
| | **Tax Year** | 2025 |
| | **Receipt#** | 6878713 |
| | **County Tax** | 423.12 |
| SE | **Fire Tax** | 19.68 |
| | **Town Tax** | |
| | **Interest/LL** | 54.02 |

**Chairman Board of County Commissioners**

**BOARD OF COMMISSIONERS**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request for Pamlico County Tax Office Board of Equalization Approval

Pamlico County Tax Office requested the Pamlico County Board of Commissioners to review and approve the Tax Office Board of Equalization and Review.

Please see the attached email from the Pamlico County Tax Administrator for consideration and approval.

# Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
*Listing:* 252-745-3105
*Land Records:* 252-745-3791


January 26, 2026

**MEMORANDUM**

To: Mark Brewington, County Manager
From: Kathy Wall, Tax Administrator
Subject: BOER Reappointment.

Dear Mark,

Can you please add an item to the agenda for the next Board of County Commissioners Meeting? The Board of Equalization and Review members are up for reappointment. The initial term of the Board shall be for a term of one year. We have two new appointees, as two members are not able to serve.

Missy Baskervill has agreed to continue to serve as chair. The members are as follows:
Missy Baskervill, Chair
John Barlow
Sarah Davis
Hiram Lupton
Lauren Murray
Derek Potter
Josh Rose
Kathy Wall, Clerk to the Board

Respectfully,

Kathy Wall
Tax Administrator

**BOARD OF COMMISSIONERS**

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---

February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request for Pamlico County Emergency Services Local Relief Fund Board Appointments

Pamlico County Emergency Management Director requested the Pamlico County Board Of Commissioners under NCGS 58-84-30 to make appointments to the Local Relief Fund Board.

Please see the attached memorandum from the Pamlico County Emergency Management Director for your consideration and approval to the Board.

# PAMLICO COUNTY EMERGENCY SERVICES

103 N. Third St. /PO Box 776 Bayboro, NC 28515 (252)-501-0514

Pamlico County Board of Commissioners

Re: Local Relief Fund Board- Local Government Appointments

2/9/2026

Please find this request for the following appointments to be made by the Pamlico County Board of Commissioners under NCGS 58-84-30, which requires in section (2) that appointments will be made by the local governing body for the Fire Department Local Relief Fund Board and those appointments must be person(s) who reside within the respected fire district.

We have received appointment requests from **Triangle VFD** and **Arapahoe Fire-Rescue**. It is hereby the request of the Fire Marshal to have the following appointments confirmed by the Pamlico County Board of Commissioners.

**Triangle VFD**: Harold Spruill III appointed to the Triangle VFD Local Relief Fund Board.

**Arapahoe Fire-Rescue**: Donnie Williamson and Eric Morris appointed to the Local Relief Fund Board.

If there are any questions regarding this request for Local Government appointments, feel free to contact me.

Respectfully,

Chris Murray, CFI

Fire Marshal/Director

Pamlico County Emergency Management

**BOARD OF COMMISSIONERS**

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TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request To Approve The General Contract For The North Carolina Opioid Legislative Appropriation

Pamlico County Administration requested approval and acceptance of the North Carolina Legislative Opioid Appropriation. This funding will be used for various Pamlico County Programs to help with Opioid response, education, and treatment.

Please see the attached General Contract for your review and approval.

# GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Use Services (the "Division") and County of Pamlico, Pamlico County Health Department (the "Grantee") with Grantee Tax ID 566000949, Grantee FYE 6/30 (referred to collectively as the "Parties").

1. **Contract Documents:**
This contract consists of the following documents, which are incorporated herein by reference:

   (a) This contract cover
   (b) The General Terms and Conditions
   (c) Scope of Work
   (d) SubContractor/SubGrantee Information
   (e) The Line Item Budget
   (f) State Certification

   **Incorporated By Reference**
   The following documents are reference materials and are available by going to the following website, Open Window (https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceLinks ).

   (a) Travel: Policies Governing Travel Related Expenses for Grantees
   (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
   (c) Subchapter 03M Uniform Administration of State Grants

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

2. **Precedence Among Contract Documents:**
In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:**
This contract shall be effective on 1/1/2026 and shall terminate on 12/31/2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. **Grantee's Duties:**
The Grantee shall provide the services as described in the scope of work and in accordance with the approved budget.

5. **Division's Duties:**
The Division shall pay the Grantee in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Grantee under this contract shall not exceed $1,000,000. This amount consists of $0 in State funds, $0 in Local funds, $1,000,000 in Other funds and $0 in Federal funds.

   The total contract amount is $1,000,000.

| Acct | Budget/Fund | AMU/RCC | Year | Federal | State | County/Local | Other |
|---|---|---|---|---|---|---|---|

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 56600066 | 231005<br>2285 | / | 3005428 | 1 | $0.00 | $0.00 | $0.00 | $1,000,000.00 |

6. **Conflict of Interest Policy:**
   The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. **Reversion of Unexpended Funds:**
   Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. **Grants:**
   The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this contract.

9. **Reporting Requirements:**
Local governmental grantees funded by state or federal pass-through funds are subject to N.C.G.S §159-34 and must submit an audit report to the Local Government Commission accordingly.

All Grantees funded by federal pass-through funds are also subject to reporting requirements in the Code of Federal Regulations, 2CFR Part 200, Subpart D and F, including § 200.303 Internal controls and §§ 200.331-333 Subrecipient Monitoring and Management. Grantees that receive an amount equal to or greater than the applicable audit threshold in federal funds, either direct or pass-through funds, must submit a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS), also known as a Yellow Book audit. The audit must be submitted to the Federal Audit Clearinghouse within 9 months of the Grantee's fiscal year end. Note: If a federal audit is required, the state audit requirements are met by submitting the required federal audit.

10. **Payment Provisions:**
Payment shall be made in accordance with the contract documents as described in the scope of work.

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

For the Division:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Angel Feimster, contract administrator<br>Division of Mental Health, Developmental Disabilities and Substance Use Services<br>1915 Health Services Way<br>Raleigh, NC 27607-3001<br><br>**Telephone :** (984)-236-5078<br>**Fax:** ()–<br>**Email:** angel.feimster@dhhs.nc.gov | Angel Feimster, contract administrator<br>Division of Mental Health, Developmental Disabilities and Substance Use Services<br>1915 Health Services Way<br>Raleigh, NC 27607-3001 |

For the Grantee:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Sara Deskar, Grants Administrator<br>Pamlico County Health Department<br>203 North St<br>Bayboro, NC 28515<br><br>**Telephone:** (252)-442-4078<br>**Fax:** ()–<br>**Email:** Sara.Deskar@pamlicocounty.org | Sara Deskar, Grants Administrator<br>Pamlico County Health Department<br>203 North St<br>Bayboro, NC 28515 |

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. **Outsourcing to Other Countries:**
The Grantee certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. **Other Requirements:**
**PRIVACY AND SECURITY OFFICE (PSO) TERMS AND CONDITIONS**

**1. COMPLIANCE WITH APPLICABLE LAWS**

In addition to the requirements in the Compliance with Applicable Laws paragraph of the General Terms and Conditions, the Grantee shall comply with all electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

**2. NC STATE AND NC DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND SECURITY REQUIREMENTS**

The Grantee shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies, and local laws. The Grantee will maintain all privacy and security safeguards throughout the term of this agreement. In addition, the Grantee agrees to maintain compliance with the following:

NC DHHS Privacy Manual and Security Manual, both located online at:
https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security

NC Statewide Information Security Manual, located online at:

https://it.nc.gov/statewide-information-security-policies

## 3. CONFIDENTIALITY

In addition to the requirements in the Confidentiality paragraph of the General Terms and Conditions, the Grantee shall protect the confidentiality of all information, data, instruments, documents, studies, or reports given to the Grantee under this Contract in accordance with the standards of the DHHS PSO and adhere to DHHS privacy and security policies, applicable local laws, state regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E , Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

## 4. DATA SECURITY

In addition to the requirements in the Data Security paragraph of the General Terms and Conditions, in the event the Grantee obtains written consent by a DHHS Division or Office to enter into a third-party agreement to whom the Grantee provides confidential information, the Grantee shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the Contract.

## 5. DUTY TO REPORT

In addition to the requirements in the Duty to Report paragraph of the General Terms and Conditions and any DHHS PSO notification requirements in a Business Associate Agreement (BAA) with a DHHS Division or Office, the Grantee shall (1) report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security the Division Contract Administrator within twenty-four (24) hours after the incident is first discovered. (2) If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Grantee shall report the incident within one (1) hour after the incident is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Grantee was notified, and the identity of affected or potentially affected individual(s). (3) During the performance of this contract, the Grantee is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Grantee. In addition, the Grantee will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

## 6. ENCRYPTION

The Grantee shall implement a strong encryption algorithm that meets industry encryption standard criteria as defined by NIST and HIPAA Security Standards to encrypt all confidential information including protected health information (PHI) and personally identifiable information (PII) while in transit to ensure data confidentiality and security.

**7. SUBCONTRACTING**

In addition to the requirements in the Subcontracting paragraph of the General Terms and Conditions, if a subcontractor or subgrantee is used in the performance of this Contract, the Grantee must include, without modification, all the DHHS PSO Terms and Conditions in each subcontract or subaward.

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

Signatures follow on next page

17. **Electronic Signatures:**
The parties agree that this Contract may be executed by electronic signature and with equal validity, authenticity, enforceability, and admissibility as a handwritten signature. Each party will retain one fully executed copy of the Contract.

**County of Pamlico, Pamlico County Health Department**

| | |
|---|---|
| Signature | Date |
| Mark Brewington | County Manager |
| Printed Name | Title |

**Division of Mental Health, Developmental Disabilities and Substance Use Services, North Carolina Department of Health and Human Services**

| | |
|---|---|
| Authorized Signature | Date |
| Kelly Crosbie | Division Director |
| Printed Name | Title |

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The Division may terminate this contract without cause by giving 30 days written notice to the Grantee.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless

superseded by applicable Federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Grantee agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Grantee shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Grantee shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the grantee.

**Cost Borne by Grantee:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee shall bear the cost of the notice.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** See schedule for record retention for instructions on disposal timeframes. (https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention)

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Grantee, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment**: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Grantee shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subcontractor/subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

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N. C. Department of Health and Human Services
Division of Mental Health, Developmental Disabilities and Substance Use Services

**SCOPE OF WORK**

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BACKGROUND

The North Carolina Department of Health and Human Services, Division on Mental Health, Developmental Disabilities and Substance Use Services (DHHS, DMH/DD/SUS) is focused on seven priority areas to meet the needs of any North Carolinian who seeks mental wellness or lives with a mental health issue, substance use disorder (SUD), or intellectual/developmental disability (I/DD).

Evidence shows that mentorship and support programs can significantly benefit adolescents who are at increased risk for substance use and mental health challenges. Establishing a school/community resource position funded through opioid-related grants would provide critical prevention and early intervention support for these vulnerable youth. Pamlico County currently supports several nonprofits with its opioid settlement funds, including Heartworks, a local organization dedicated to addressing the underserved mental and physical health needs of youth and families. Heartworks offers early intervention programs and operates a counseling center, which provides school-based services for high-risk students.

With the appropriated funds, Pamlico County intends to hire one or more counselors to provide outpatient therapy services specifically targeting individuals referred through coordination with the Post Overdose Response Team (PORT) and the newly proposed School/Community Resource Officer. These services shall be focused on individuals impacted by opioid use and related behavioral health challenges, ensuring access to timely, community-based care. Pamlico County's Health Department shall provide essential medical and behavioral health services to incarcerated individuals, including primary care, counseling, and Medication-Assisted Treatment (MAT) for those with opioid and other substance use disorders. The goal is to address the root causes of addiction, reduce recidivism, and improve health outcomes both during incarceration and post-release.

PURPOSE

To establish a school/community resource position within the Sheriff's Department, create the Post Overdose Response Team (PORT), renovating counseling center, and provide Substance Use Health Interventions within Pamlico Jail to combat the opioid epidemic by focusing on prevention, early intervention, and recovery support.

PERFORMANCE REQUIREMENTS

The Grantee shall:

1. Complete Objective 1: Prevent Repeat Overdoses and Deaths
   a) Launch PORT to strengthen efforts to support individuals and families impacted by the opioid crisis.
   b) Provide rapid outreach to individuals who have recently experienced a non-fatal overdose
   c) Offer harm reduction tools such as naloxone to individuals and/or their loved ones (at least 30 individuals or their loved ones – this target is based on the number of 911 calls from the past and the number of fatal overdoses reported).
   d) Reduce the likelihood of both fatal and non-fatal overdoses post-release.
2. Complete Objective 2: Improve Access to Behavioral Health and Recovery Services:
   a) Connect at least 25 individuals to substance use disorder (SUD) treatment, detoxification, peer support, and behavioral health services, including inpatient and outpatient treatment providers.
   b) Deliver immediate, short-term support after a non-fatal overdose to facilitate connection to appropriate substance use treatment providers.
   c) Strengthen cross-system coordination among schools, healthcare, and first responders.
   d) Deliver outpatient therapy and clinical services for referred individuals.
   e) Facilitate in-school small group sessions and individual student mentorship.
   f) Coordinate referrals and follow-up within the school system to connect students and families to appropriate services.

g) Improve access to evidence-based treatment, ensuring incarcerated individuals with opioid use disorder (OUD) have timely access to FDA-approved MAT.
h) Establish seamless transitions to community-based MAT providers upon release, including warm handoffs and pre-scheduled appointments.

3. Complete Objective 3: Support Families and Caregivers
   a) Offer education, resources, and support to family members or caregivers of individuals at risk of overdose.
   b) Engage families in early intervention and treatment planning.
   c) Provide education and resources to families on substance use, mental health, and available community supports.
   d) Promote family engagement in small group sessions and other school-based support activities to enhance student outcomes.
   e) Renovate the counseling center to create a designated area for opioid related programs and counseling/peer support services.
4. Complete Objective 4: Improve Public Safety and Community Health
   a) Reduce the burden on emergency services by promoting preventive interventions.
   b) Decrease drug-related criminal activity and hospital admissions through substance use health interventions within Pamlico jail.
   c) Implement classroom-based prevention education.
   d) Reduce withdrawal-related health issues by preventing acute opioid withdrawal symptoms during incarceration, which can lead to medical complications and increased burden on healthcare systems.
   e) Lower recidivism rates by addressing underlying addiction issues that often contribute to criminal behavior, thereby reducing the likelihood of re-offense.
5. Complete Objective 5: Collect and Analyze Data to Inform Future Strategy
   a) Monitor and evaluate program outcomes to assess impact and guide continuous improvement.
   b) Contribute to community-level data about substance use trends and service gaps.
   c) Collaborate with the community health department to track data regarding overdose trends.

PERFORMANCE STANDARDS:

The Grantee shall:

1. Track and report the following Performance Metrics:
   a) Program 1- Addiction Prevention Officer:
      i) Number of students identified as at-risk through classroom engagement, teacher referrals, or behavior screenings.
      ii) Number of students participating in small group interventions or mentorship programs.
      iii) Percentage of referred students successfully connected to counseling or community services.
      iv) Number of classroom-based prevention sessions delivered.
      v) Reduction in disciplinary incidents or absenteeism among students receiving services (pre/post comparison).
      vi) Satisfaction surveys from students, families, and school staff regarding the support provided by the Resource Officer.
      vii) Number of family-focused events or education sessions facilitated or co-hosted by the Resource Officer.
      viii) Number of referrals made to outside counseling services, nonprofits, or recovery resources.
      ix) Participation in community coalitions focused on prevention, recovery, or youth support.
      x) Staff and faculty satisfaction surveys regarding the Resource Officer's impact on student well-being and school climate.
      xi) Number of community resource events coordinated or attended (e.g., prevention fairs, town halls, community forums).
   b) Program 2- Post Overdose Response Team (PORT).
      i) Number of overdose incidents identified/referred to County PORT.
      ii) Number and percentage of eligible overdose survivors contacted by County PORT within 24–72 hours.
      iii) Number and percentage of survivors who accepted County PORT services.
      iv) Average response time between overdose incident and initial outreach.
      v) Number of follow-up visits per client.

vi) Number and percentage of individuals referred to:
(1) Detox and/or inpatient residential treatment.
(2) Outpatient counseling programs or other mental health services.
(3) Peer recovery support.
vii) Percentage of individuals who initiate treatment within 7–14 days of referral (as able to track due to Personally Identifiable Information possible restrictions).
viii) Client-reported improvements in readiness for change or recovery goals.
ix) Percentage reduction in repeat overdoses among clients served.
x) Percentage reduction in overdose-related EMS or ER calls within the county.
xi) Percentage change in overdose fatality rate (to be measured annually).
xii) Percentage change in non-fatal overdose rates (of those reported).
xiii) Number of naloxone kits distributed.

c) Program 3 Counseling Services/ Peer Support
i) Number of clients referred to counseling services from schools, the Resource Officer, or the PORT team.
ii) Number of clients who initiate treatment (attend at least one session) after referral.
iii) Treatment retention rate – percentage of clients who complete a minimum number of sessions.
iv) Average time from referral to initial appointment.
v) Improvement in client functioning using validated tools.
vi) Reduction in crisis incidents or emergency service use among clients actively engaged in treatment.
vii) Client satisfaction scores collected through post-service surveys or interviews.

d) Program 4 – Substance Use Health Interventions within Pamlico Correctional Facility
i) Number/percentage of eligible individuals enrolled in MAT during incarceration.
ii) Average time from intake to MAT initiation.
iii) Number of individuals receiving behavioral health assessments.
iv) Reduction in opioid withdrawal-related medical incidents.
v) Reduction in in-custody infractions among MAT participants.
vi) Number of referrals made to community-based treatment programs.
vii) 12-month recidivism rates among program participants vs non-participants.
viii) Medication availability and continuity.
ix) Number of staff trained in MAT protocols and trauma-informed care.

e) Program 5 – CarolinaEast Foundation/ Joint PORT Program
i) Some metrics will coincide with the County's PORT program, but the metrics below are specific to services provided due to the expansion of PORT through CarolinaEast Foundation.
ii) Number of Pamlico County residents identified through CarolinaEast Foundation following a non-fatal overdose or substance use-related Emergency Department (ED) visit.
iii) Percentage of individuals successfully contacted by CarolinaEast Foundation PORT staff.
iv) Average time from ED discharge to first PORT contact.
v) Percentage of individuals referred who engage in at least one follow-up service.
vi) Number of coordination meetings held between CarolinaEast and Pamlico County PORT teams.
vii) The number of shared clients tracked across both systems.
viii) Percentage of individuals served who would not have been reached by Pamlico County PORT alone (based on location of overdose or care).

2. Submit progress reports with backup documentation to the Division according to the schedule listed below:
a) April 15th, 2025 – Quarter 1 Report (January, February, and March)
b) July 15th, 2026 – Quarter 2 Report (April, May, and June)
c) October 15th, 2026 – Quarter 3 Report (July, August, and September)
d) January 15th, 2027 – Quarter 4 (October, November, and December)
3. Provide the TBD subcontractor's information to the DMH/DD/SUS Contract Administrator in order to complete an amendment.
4. Be responsible for the performance and payment of the subcontractors.

PERFORMANCE MEASURES
Based on the Performance Requirements listed above, the Grantee shall deliver the following:

1. Number of individuals and/or their loved ones who received harm reduction tools such as naloxone = 30
2. Number of individuals connected to SUD treatment, detoxification, peer support, and behavioral health services, including inpatient and outpatient treatment providers = 25

PERFORMANCE MONITORING / QUALITY ASSURANCE PLAN
This contract will be monitored according to the following plan:
Deliverables will be monitored by desk reviews, reviews of required reports and site visits. The Grantee agrees to participate in site visits as needed and in accordance with the risk assessment. If the Grantee is deemed out of compliance, program staff will provide technical assistance; and funds may be withheld until Grantee is back in compliance with deliverables. If technical assistance does not prove beneficial, the contract may then be terminated.

REIMBURSEMENT
The Grantee shall submit to the Division FSR Processing Group (dmh.FSRprocessinggroup@dhhs.nc.gov) a monthly reimbursement request called a Financial Status Report (FSR) for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payments shall be made based on actual expenditures made in accordance with the approved budget and reported on the FSRs submitted by the Grantee. If this contract is terminated prior to the original end date, the Grantee is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

A detailed description of expenditures is provided in the contract budget. Backup documentation to support the FSR shall be provided electronically to the Division for each FSR. FSRs must be submitted even when no expenses are incurred in a given month. Failure to submit monthly sequential reports may delay receipt of reimbursement.

If the Grantee needs to make any changes to the contracted budget, the Grantee must obtain pre-approval by submitting a written budget realignment request to DMHDDSUS a minimum of 30 days prior to contract expiry (i.e., the Grantee must obtain approval before expending funds in a manner not included in the contracted budget.)

PUBLICITY CLAUSE
The Grantee shall consult with the Division before publicly disclosing results and significant developments pursuant to this Agreement (See Terms and Conditions: Confidentiality). The Grantee shall give the Division a reasonable opportunity to review and approve prior to any press release, website disclosure, use of logo, or public statements with respect to this Agreement.

The Grantee will acknowledge the sponsoring Division and the State/Federal Funding source in any public disclosure or publication. The acknowledgment shall include the following:

"This publication was made possible by Grant Number [FAIN/NCGS] from _____." or
"The project described was supported by Grant Number [FAIN/NCGS] from _____."

A disclaimer must also be included which states the following:

Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the NC DHHS or any federal funding agency.

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"Funding for this conference was made possible (in part) by [funding source]. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the NC DHHS and the federal funding agency (if applicable), nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

**SubContractor/SubGrantee Information**

(In accordance with 09 N.C. Administrative Code 03M.0703- Required Contract Provisions)

| | |
|---|---|
| **SubContractor/SubGrantee Name** | Carolina East Foundation |
| **Position Title (if applicable)** | |
| **EIN or Tax ID** | 56-1991164 |
| **Street Address or PO Box** | 2007B Neuse Blvd |
| **City, State and ZIP Code** | New Bern, NC 28560 |
| **Contact Name** | Jared Brinkley |
| **Contact Email** | CFoundation@carolinaeasthealth.com |
| **Contact Telephone** | (252) 633-8247 |
| **Fiscal Year End Date (for organizations)** | 12/31 |
| | |
| **SubContractor/SubGrantee Name** | TBD |
| **Position Title (if applicable)** | |
| **EIN or Tax ID** | |
| **Street Address or PO Box** | |
| **City, State and ZIP Code** | |
| **Contact Name** | |
| **Contact Email** | |
| **Contact Telephone** | |
| **Fiscal Year End Date (for organizations)** | |
| | |
| **SubContractor/SubGrantee Name** | |
| **Position Title (if applicable)** | |
| **EIN or Tax ID** | |
| **Street Address or PO Box** | |
| **City, State and ZIP Code** | |
| **Contact Name** | |
| **Contact Email** | |
| **Contact Telephone** | |
| **Fiscal Year End Date (for organizations)** | |
| | |
| **SubContractor/SubGrantee Name** | |
| **Position Title (if applicable)** | |
| **EIN or Tax ID** | |
| **Street Address or PO Box** | |
| **City, State and ZIP Code** | |
| **Contact Name** | |
| **Contact Email** | |
| **Contact Telephone** | |
| **Fiscal Year End Date (for organizations)** | |
| | |
| **SubContractor/SubGrantee Name** | |
| **Position Title (if applicable)** | |
| **EIN or Tax ID** | |
| **Street Address or PO Box** | |
| **City, State and ZIP Code** | |
| **Contact Name** | |
| **Contact Email** | |
| **Contact Telephone** | |
| **Fiscal Year End Date (for organizations)** | |
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| **City, State and ZIP Code** | |
| **Contact Name** | |
| **Contact Email** | |
| **Contact Telephone** | |
| **Fiscal Year End Date (for organizations)** | |

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## LINE ITEM BUDGET

**This begins the line item budget for year 1**

| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| Salary\Wages | | Salaries. | $175,556.00 |
| Fringe Benefits | | Fringe Benefits. | $49,941.00 |
| Other | | | $0.00 |
| Supplies and Materials | Other | Equipment/uniforms $8,920 and 1 AED kit $3,500 for the Addiction Prevention Officer and County PORT team. | $12,420.00 |
| Equipment | Vehicles | One vehicle $52,494.00, allows for consistent travel across the county, particularly to underserved or rural areas, to engage community members, conduct home visits, and deliver materials.<br><br>One Vehicle + Customization for the special EMS purpose $73,000.00, enables 24/7 rapid response to overdose calls with law enforcement and EMS. | $125,494.00 |
| Repair and Maintenance | | | $0.00 |
| Staff Development | | Training and professional development for the Addiction Prevention Officer, ensuring ongoing education in addiction prevention, trauma-informed care, and culturally competent practices. | $3,500.00 |

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| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| Media/Communication | Reprints | Educational and outreach materials essential for community engagement to four schools, Non-Governmental Organizations, and focus groups<br><br>Prevention handouts and resources ($1,500)<br><br>Printed materials, treatment referrals, and harm reduction tools ($9,500) | $11,000.00 |
| Dues and Subscriptions | | | $0.00 |
| Operational Other | Not Otherwise Classified | To expand access to services by utilizing a contractor to renovate the counseling center of 6,857 square feet. | $272,089.00 |
| Subcontracts and Grants | | | $350,000.00 |
| Match | | | $0.00 |
| Cost Per Service | | | $0.00 |
| | | **Sub Total** | $1,000,000.00 |
| Indirect Cost | | | $0.00 |
| | | **Total Budget** | $1,000,000.00 |
| **Subcontracting and Grants Budget Detail - Year 1** | | | |
| **Category** | **Item** | **Narrative** | **Amount** |

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| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| Salary\Wages | | | $0.00 |
| Fringe Benefits | | | $0.00 |
| Other | | | $0.00 |
| Repair and Maintenance | | | $0.00 |
| Staff Development | | | $0.00 |
| Dues and Subscriptions | | | $0.00 |
| Subcontracts and Grants | | | $0.00 |
| Indirect Cost | | | $0.00 |
| Cost Per Service | | | $0.00 |
| Operational Other | Not Otherwise Classified | CarolinaEast Foundation-Supports staffing, coordination, and wraparound services provided by the PORT through the | $150,000.00 |

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**Budget Detail - Year 1**

| Category | Item | Narrative | Amount |
|---|---|---|---|
| | | CarolinaEast system. | |
| Operational Other | Not Otherwise Classified | Subcontractor TBD: Medications, counseling, care coordination, and re-entry planning for individuals at high risk of overdose post-release to support salaries, training, and equipment. | $200,000.00 |
| | | **Sub Total** | $350,000.00 |

**Salaries - Year 1**

| Persons | Position or Title | Annual Salary | Hourly Rate | Months | Work % | Fringe Amount Total | Fringe Percent Total | Total |
|---|---|---|---|---|---|---|---|---|
| 1 | DARE Officer | $49,888.00 | 0.0000 | 12 | 100.00 % | $0.00 | $23,827.00 | $73,715.00 |
| 1 | Opioid Program Administrator | $72,800.00 | 0.0000 | 12 | 48.00% | $0.00 | $2,673.00 | $37,617.00 |
| 1 | Peer Support Specialist | $45,796.00 | 0.0000 | 12 | 100.00 % | $0.00 | $20,004.00 | $65,800.00 |
| 1 | Therapist | $93,600.00 | 0.0000 | 12 | 48.00% | $0.00 | $3,437.00 | $48,365.00 |

# State Certifications



## Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

### Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Pamlico County

Contractor's Authorized Agent: Signature _____ Date 11-19-2025

Printed Name Mark Brewington Title County Manager

Witness: Signature _____ Date 11-19-25

Printed Name Scott A. Showalter Jr. Title Finance Officer

docusign

## Certificate Of Completion

Envelope Id: 7E19FFA3-7E85-42A1-B45C-A9E08C7FC552 | Status: Sent

Subject: Please Review and Sign: NCDHHS/DMH/DD/SUS External FA 49777 Pamlico County 1.01.2026

Source Envelope:

Document Pages: 22 | Signatures: 1 | Envelope Originator:

Certificate Pages: 5 | Initials: 0 | Emilia Guerrero

AutoNav: Enabled | 1915 Health Services Way

EnvelopeId Stamping: Enabled | Raleigh, NC 27607

Time Zone: (UTC-05:00) Eastern Time (US & Canada) | Emilia.Guerrero@dhhs.nc.gov

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| Signer Events | Signature | Timestamp |
|---|---|---|
| Mark Brewington<br>Mark.brewington@pamlicocounty.org<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 1/26/2026 12:30:00 PM<br>ID: b42307c5-16b5-4ce6-a721-1ca6c5511cf0 | | Sent: 1/26/2026 11:48:49 AM<br>Resent: 1/27/2026 4:27:33 PM<br>Viewed: 1/27/2026 4:55:06 PM |
| Kelly Crosbie<br>kelly.crosbie@dhhs.nc.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Angel Feimster<br>angel.feimster@dhhs.nc.gov<br>Contract Specialist<br>DHHS<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 1/26/2026 11:48:47 AM<br>Viewed: 1/26/2026 12:03:15 PM |
| Sara Deskar<br>Sara.Deskar@pamlicocounty.org<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | COPIED | Sent: 1/26/2026 11:48:48 AM<br>Viewed: 1/26/2026 1:00:29 PM |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Not Offered via Docusign | | |

Meena Ahuja

Meena.Ahuja@dhhs.nc.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**
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| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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|---|---|---|

**Electronic Record and Signature Disclosure**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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To contact us by email send messages to: DHHS.ITAdministrativeServices@dhhs.nc.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DHHS.ITAdministrativeServices@dhhs.nc.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to DHHS.ITAdministrativeServices@dhhs.nc.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |

| | |
|---|---|
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | • Allow per session cookies<br>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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**COUNTY OF PAMLICO**

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BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request for Appointment to the Library Board

Craven-Regional Library Board requested the Pamlico County Board Of Commissioners to approve appointment of Dennis Bickel.

Please see the attached supporting documents from the Pamlico County Public Library, Branch Manager for your consideration and approval to the Board.

## Tracy Boyd

**From:** Tracy Boyd
**Sent:** Tuesday, January 27, 2026 3:45 PM
**To:** Sidney Phibbons
**Cc:** Mark Brewington
**Subject:** RE: Appointment to the Library Board

Sidney,

You are completely fine! If you could send me his application, so I can put it on the agenda list for approval for February 16, 2026 BOC meeting when you get a chance, please.

Thanks,

**From:** Sidney Phibbons <sidney.phibbons@mycprl.org>
**Sent:** Tuesday, January 27, 2026 3:31 PM
**To:** Tracy Boyd <tracy.boyd@pamlicocounty.org>
**Cc:** Mark Brewington <mark.brewington@pamlicocounty.org>
**Subject:** Re: Appointment to the Library Board

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

Good afternoon,
I apologize for not circling back sooner. I let our chair know and then it fell off of my radar. Please let me know if you need anything on our end. I believe it's up to the board of commissioners as the current vacancy on our board is a community member appointed by them.

Once they decide, will you please let me know?

Thank you!
Sid

**Sidney J. Phibbons**
Branch Manager
Pamlico County Public Library
13896 Highway 55
Alliance, NC 28509
(252)745-3515

**Note that email correspondence to and from this list is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

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**From:** Tracy Boyd <tracy.boyd@pamlicocounty.org>
**Sent:** Tuesday, January 27, 2026 3:21:30 PM

**To:** Sidney Phibbons <sidney.phibbons@mycprl.org>
**Cc:** Mark Brewington <mark.brewington@pamlicocounty.org>
**Subject:** FW: Appointment to the Library Board

Good afternoon,

I had emailed you earlier last year regarding this application. Please see email below.

Thanks,

**From:** Tracy Boyd
**Sent:** Tuesday, April 1, 2025 2:37 PM
**To:** Sidney Phibbons <sidney.phibbons@mycprl.org>
**Cc:** Mark Brewington <mark.brewington@pamlicocounty.org>
**Subject:** Appointment to the Library Board

Good afternoon,

We received an application in the mail regarding an appointment of Dennis Bickel to the Library Board, if you could advise, please.

Thanks,

| APPLICATION FOR APPOINTMENT TO COUNTY BOARDS AND COMMITTEES | PAMLICO COUNTY P.O. BOX 776 BAYBORO, NC 28515 |
|---|---|

**This application requests general information based on your interest in applying for a position on a Pamlico County Advisory Board, Commission, Committee, or Task Force.**

Applicant Name: Dennis Bickel_____Date of Application: 1 /27/2026 / /___

Home Address: 571 Mills Rd. Oriental Nc 28571_____

Phone: 404-323-0689_____

Email Address :dennisbickel@ymail.com_____

Fax Number:_____

I am interested in serving on the following Board/Committee:

_____

Library Boaer

EMPLOYMENT AND EDUCATION

| | |
|---|---|
| Employer Retired_____ | Graduate? Y/ Major_____ High School Portsmouth RI HS_____ |
| Address_____ | College Providence College_____ |
| Phone:_____ | Graduate School NC A&T _____ |
| Occupation: _____ | Other _____ |

Are you a citizen of the United States? Yes X_No_____If yes, how long? ____

Length of residence in Pamlico County 4___years_____months

Current Civic/Community Participation:_____

Member of Old Theater in Oriental

Member of Friends of the library

Finance Council –St. peter the Fisherman Chur

Are you currently serving or have you ever served on a public board or committee? If so, please list below:

| Board/Committee | Dates |
| --- | --- |
| Former Executive Director and current Treasurer of North Carolina Small Farm Association | |
| | |
| | |

Please provide a brief statement outlining why you wish to serve on the Advisory Board, Commission, or Committee you have indicated.

I want to express my interest in serving as a member of the Library Board. As an active member of the Friends of the Library, I have had the opportunity to support and advocate for the library's programs, services, and community outreach, which has deepened my appreciation for the library's vital role in our community.

I am particularly interested in advancing initiatives that promote literacy, lifelong learning and inclusive access to resources. I bring a collaborative mindset, strong sense of civic responsibility, and genuine commitment to the library's mission. My wife is a part-time substitute at the library and we have seen firsthand how impactful the library is.

Thank you for considering my application. I would welcome the opportunity to further discuss how my experience and dedication can support the work of the Library Board.

Dennis Bickel

Dennis Bickel 01/27/26

Applicant's Signature Date

Please return form to:

**Pamlico County Manager's Office**
**P.O. Box 776**
**Bayboro, NC 28515**

Or fax:
**(252) 745-5514**

**You may attach a resume to provide additional information.**

**BOARD OF COMMISSIONERS**

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**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request For Appointment To The Pamlico County Agricultural Advisory Board

Pamlico County Extension Director/Agriculture Agent Danial Simpson has advised that the Pamlico County Agriculture Advisory Board held their Annual meeting on January 16, 2026, with elections of officers and nomination for a new board member. Mr. Pete Anderson's application for appointment was supported by the Board to begin July 1, 2026, replacing current board member Jim Holton representing Township 1. The Pamlico County Agricultural Advisory Board is requesting the Pamlico County Board of Commissioners Appoint Mr. Pete Anderson to represent Township 1 effect July 1, 2026.

Please see a copy of Mr. Anderson's application and supporting documentation attached for your review and consideration.

# Nomination Form
# Pamlico County Agricultural Advisory Board

The purposes of the Pamlico County Agricultural Advisory Board are: 1) to administer the provisions of the Pamlico County VAD Ordinance; 2) to study methods of protection and conservation of existing farm lands; 3) to create annual reports to the NCDA & CS and Pamlico County Board of Commissioners and, 4) to administer other task as designated or assigned by the Pamlico County Board of Commissioners.

Select one (A or B) below.

A. I, PETE ANDERSON, voluntarily provide the following information for consideration to serve on the Pamlico County Agricultural Advisory Board representing TOWNSHIP 1 Region (Township Name & Number).

Signature [signature] Date 01/25/26

***OR***

B. I, _____, nominate _____ for consideration of the _____ Region (Township Name & Number) of Pamlico County Agricultural Advisory Board.

Signature _____ Date _____

**Nominee Information**:

Name: ANDERSON (Last) PETE (First) — (Middle)

Home Address: 1882 OLYMPIA ROAD, NEW BERN, NC 28560

Home Phone Number: N/A Mobile Number: 252-474-4555

Email Address: AFFCATTLE @ GMAIL.COM

Occupation & Title: ANDERSON FAMILY FARMS, OWNER / NCDA+CS AGRIBUSINESS

Work Address: SAME AS ABOVE

Work Phone Number: _____

Work Email Address: PETE.ANDERSON @ NCAGR.GOV

Birth Date: 01/28/1979

**Highest Degree of Education:** (include name of school and year of graduation)

High School: PAMLICO COUNTY HS - 1997

College Graduate: NC STATE UNIVERSITY - 2002

Post - Graduate (list highest degree) B.S. AG BUSINESS MGMT.

**Land Ownership**

Does the applicant own agricultural land(s) within Pamlico County? (Yes)/ No

If yes, in what Township(s) is this land located? (list all that apply)

TOWNSHIP 1 : ~400 ACRES

B02-24-3, B02-25, B031-24-2, C03-4

Does the applicant have lands enrolled in the Pamlico County VAD Program? (Yes)/ No

**Community Leadership**

List below any church, organizations or civic responsibilities held. Include dates of membership, offices held, awards received or notable projects. (Attach additional page as needed.)

1. PAMLICO COUNTY BOOSTER CLUB - 2015-2024 - PRESIDENT
2. 
3. 
4. 

**Agricultural Leadership**

List or describe any participation or practices that demonstrate the candidate's involvement or active participation in conservation or protection of farmlands or natural resources. (Attach additional pages as needed.)

1. PAMLICO COUNTY SOIL + WATER - DISTRICT SUPERVISOR
2. PAMLICO COUNTY FARM BUREAU BOARD MEMBER
3. 
4. 

**Select one description below that best fits the nominee.**

✔ Over 50% of the adjusted gross income from the last two years of the nominee is derived from direct agricultural production (farming, ranching, aquaculture, horticultural, livestock or forestry activities)

_____ Over 50% of the adjusted gross income from the last two years of the nominee is derived from direct agricultural production (farming, ranching, aquaculture, horticultural, livestock or forestry activities.) but less than 50% of his/her time is spent in direct involvement of these activities.

_____ Less than 50% of the adjusted gross income from the last two years of the nominee is derived from direct agricultural production (farming, ranching, aquaculture, horticultural, livestock or forestry activities.) and less than 50% of his/her time is spent in direct involvement of these activities.

***On separate paper, in 100 words or less, please tell why this person is a qualified to serve as a member of the Pamlico County Agricultural Advisory Board.***

*Applicant Narrative written by Daniel Simpson, NC Cooperative Extension Pamlico County*

Pete Anderson is a native resident of Pamlico County, currently employed with the North Carolina Department of Agriculture, and is the owner/operator of the beef cattle operation Anderson Family Farms. He holds a bachelor's degree in Agricultural Business Management and has a strong background in livestock production, having served as Agriculture Extension Agent in Pamlico County and having worked on his family's farm as a youth.

Mr. Anderson is an elected member of the Pamlico County Soil & Water District board and active member of the Pamlico Farm Bureau Board. His occupation, education, and background make him a strong candidate to serve the farming interest of Pamlico County and his district.

**Agricultural Advisory Board Meeting**
**January 16, 2026**

***Minutes***

**Board Members Present:** Al Spruill (Chair), Jim Holton, Derek Potter (Vice Chair)

**Staff/Others Present:** Daniel Simpson (Cooperative Extension), Pete Anderson (NCDA & Prospective Board Member)

- Meeting called to order at 8:30 AM
- Old Business
  - None
- New Business
  - Officers and Board Members:
    - Daniel Simpson shared current membership rotation, term limits, and Officers.
    - Annual Election of Officers was held with Al Spruill (Chair), Derek Potter (Vice Chair), and Erin Richey (NCSU Secretary/Treasurer) retaining their current positions.
    - Daniel Simpson explained that Jim Holton (Township 1) current board tenure would expire on June 30, 2026 and that he had met the term limit service period (Only 3 consecutive terms). Jim must come remain off the board for at least one year before he can be reappointed. Prospective board member Pete Anderson was nominated to fill this vacancy through unanimous consistent. (Daniel Simpson will submit Peter Anderson's board member application to County Commissioner, with his term beginning July 1, 2026)
  - VAD Ordinance Amendments
    - Daniel Simpson presented suggested VAD ordinance changes recommend by NCSU Extension Specialist Andrew Branan based upon 2021 legislative changes to VAD law.
    - Board approved sending these recommended changes to County Manager for review by County council and eventual adoption by County Commissioner. (Daniel Simpson will initiate this process)
    - Daniel Simpson presented the current VAD property application to board members and noted that the current fee application needs to be adjusted to reflect current pricing. VAD fee was originally included to purchase signage for new VAD applicants. (Daniel Simpson will investigate current pricing and make recommendations to the County Manager for adoption)
  - Meeting was adjourned at 9:00 AM

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**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

---

February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request To Establish A Fee Schedule For Environmental Health

Pamlico County Environmental Health Director and Health Director are requesting the Pamlico County Board of Commissioners review and consider a proposed fee schedule for Environmental Health Services. Currently Pamlico County does not collect fees for these services.

It is requested by County Administration that if the Board of Commissioners establishes a fee schedule that the new fee schedule not be effective until July 1, 2026.

Please see a copy of the memorandum with supporting information attached for your review and consideration.

**BOARD OF COMMISSIONERS**

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**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

February 2, 2026

To: Mark Brewington, County Manager
From: Melanie Dixon, Health Director

RE: Additional Fees for Environmental Health

The Health Department has reviewed the fee schedule for Environmental Health, and after consulting with the Environmental Health Coordinator, the Food & Lodging Program Specialist, and other Counties, it has been determined that our EH department is not up to date on fee collection. Please see the table below for more details:

| Application | Current PCHD/EH Fees | Avg. Other Counties' Fees | Proposed PCHD/EH Fees |
|---|---|---|---|
| Mobile Food Unit Plan Review | $0 | $75 | $75 |
| Food Service Remodel/Transitional Plan Review | $0 | $137.50 | $125 |
| Childcare Plan Review | $0 | $200 | $200 |
| Lodging Plan Review | $0 | $400 | $400 |
| Lodging Remodel/Transitional Plan Review | $0 | $200 | $200 |

Plan reviews take quite some time to complete. The REHS must ensure that all NC rules for the particular review are being met and must meet/consult with owners or other consultants numerous times. Multiple site visits occur along with multiple phone calls and hours of paperwork must be completed. This complete process, without interruption of other job duties, can take multiple days to complete, even months, and years on some occasions.

The Health Department would like the Board of Commissioners to consider and approve adding these fees to the Environmental Health Fee Schedule.

Thank you,

Melanie R. Dixon, MS, REHS
Health Director

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**VICE-CHAIRMAN**
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KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

**COUNTY OF PAMLICO**

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request For Environmental Health “Power Outage of Regulated Establishments Guidance Document”

Pamlico County Health Director has submitted to the Pamlico County Board of Commissioners a request for consideration an Environmental Health “Power Outage Establishment Guidance Document” This document is currently under review by the County Attorney.

Pamlico County Administration requests the Board of Commissioner table the request until final approval is received by the County Attorney.

Please see a copy of the memorandum and supporting documentation for your review.

1.0 Policy: It is the policy of Pamlico County Environmental Health to provide guidance and direction for assessing food supplies after a loss of power. This policy also serves as guidance for what a food service establishment can expect to be responsible for, should the power source for refrigeration and freezers be unavailable for more than 4 hours. The bacteria which can make a person sick cannot be seen or smelled, food often appears normal even after it has become dangerous to eat. This policy will help ensure consistency in evaluating these situations and ultimately protect public health.

2.0 Procedure:

2.1 During a power outage an establishment shall close, unless there are written procedures approved by Pamlico County Environmental Health and a North Carolina State Variance is granted to remain open during a power loss.

2.2 If any means of refrigeration of food other than continuous electrical power is used, you shall notify the Environmental Health office in advance for approval.

2.3 If a power outage occurs, all potentially hazardous foods shall be evaluated before it is used for human consumption. The loss of power means a loss of refrigeration and freezing capabilities.

2.4 After a disaster event (hurricane, fire, flooding, tornado, etc.) and/or loss of power, Pamlico County Environmental Health Specialists will make a visit to your establishment to assess the food supply. If staff are unable to enter the establishment a notice will be posted, the Pamlico County Environmental Health office must be contacted prior to reopening the establishment so that an assessment of the food supply and facility can be performed.

2.5 The North Carolina Food Code requires Potentially Hazardous/TCS (Time/Temperature Control for Safety) food to be stored at 41°F or below. All Potentially Hazardous/TCS (Time/Temperature Control for Safety) foods (food requiring refrigeration) which is found above 41°F shall be discarded and not served. – those 41°F or below – shall be returned to properly operating refrigeration equipment and monitored to make sure the proper temperatures are maintained or cooked to proper temperatures immediately for service or hot holding.

2.6 Frozen, partially thawed food is safe to cook or refreeze if it still contains ice crystals or has not risen above 41°F. If cooked food has been "dripped on" by raw meats, discard it regardless of what the temperature is, as it has been contaminated and is no longer safe to eat.

2.7 Use the following guidelines during a loss of power:

2.7.1 Keep the refrigerator and freezer doors closed to maintain the cold temperature. The refrigerator will keep food cold for about 4 hours if it is not opened. A full freezer should keep the temperature for approximately 48 hours (24 hours if it is half full) if the door remains closed.

2.7.2 Ice may be used to keep potentially hazardous foods cold. If ice is used, a log monitoring food temperature will be required. As the ice melts, it will need to be drained and replaced to keep potentially hazardous foods 41°F or below. Do not put ice on unpackaged foods unless the water from the ice is able to drain off.

2.7.3 Generators may be used to run refrigerators and freezers while there is a loss of power, and the establishment remains closed.

2.7.4 Have a self-contained and properly functioning refrigerated food truck onsite in which to move perishable food products prior to a storm or power outage.

2.7.5 Move all refrigerated perishable products into walk-in freezers prior to the storm.

2.7.6 Add ice blocks to the walk-in freezer.

2.7.7 Record and keep an accurate record of internal temperatures of food prior to a power loss and the temperatures when power is restored on a Food Temperature Log.

2.7.7.1 Temperature measuring devices such as data loggers that record constant temperature readings of TCS food in refrigeration and freezers may be used as supportive documentation of temperatures during power loss incidents.

2.7.7.2 Any monitoring of food temperatures that are recorded must be provided to the EHS upon request. Keep a continuous written log of temperatures recorded every 4 hours, Environmental Health will more accurately be able to assess if the food supply can be approved for consumption.

2.8 Ensure that food deliveries after a power outage or storm are not co-mingled with products that were out of temperature during the power loss incident.

2.9 If power is restored to an establishment and food that has been out of refrigeration is then re-cooled prior to evaluation by an EHS, all re-cooled foods must be discarded if power was out more than 4 hours.

2.10 All refrigerated or frozen meat, poultry, fish, or eggs that have remained at safe temperatures (41°F or below), ensure to cook them thoroughly to the proper temperature to assure that any food-borne bacteria that may be present is destroyed.

2.11 If Potentially Hazardous/TCS is out of temperature control the food shall be properly discarded. Properly discarded means the food item/items shall be denatured with chlorine bleach. If food is in intact packages, the packages must be opened, and bleach poured over the product.

2.12 REMEMBER – When in doubt, throw it out.

3.0 Appendix/Appendices:

3.1 Food Temperature Log.

4.0 References:

4.1 The legal authority granted to the local Health Authority under G.S. 130A-247 through 130A-250 to inspect and regulate Food and Lodging establishments.

4.2 Section 15A NCAC 18A .2600 (Rules Governing the Sanitation of Food Service Establishments) serve as a basis for all activities related to the regulation of food handling establishments within Pamlico County.

4.3 State-issued guidelines and protocols are used in the application of the rules and statutes. Copies of statutes, rules, guidelines, and protocols are located on the NC Environmental Health Section website. http://ehs.ncpublichealth.com/rules.htm.

4.4 NC Local Health Department Accreditation Activities 18.1

***Pamlico County Health Department***

*203 North Street*

*PO Box 306*

*Bayboro, NC 28515*

*Tel: (252) 745-5111* *Fax: (252) 249-5900*

**Health Director: Melanie R. Dixon**

## FOOD TEMPERATURE LOG

Facility Name:______________________ Month / Year: ______________________

| DATE | TIME | FOOD ITEM | INTERNAL TEMPERATURE | ACTION/COMMENT | INITIALS |
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**BOARD OF COMMISSIONERS**

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---

February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request To Renew Lease Agreement With United States Department Of Agriculture

Pamlico County Administration requests the renewal/extension of the lease agreement for space located at 13724 Highway 55, Alliance, NC 28509 (Brinson Building) with the United State Department of Agriculture. The lease will be extended until January 31, 2029. The Shell Rent and Operating Cost establishing the annual rent is $34,821.00. The County Attorney has reviewed the lease and approved same. This action was submitted to Public Notice for a period of 30 days.

Please see a copy of the Lease Extension for your review and approval.

| UNITED STATES DEPARTMENT OF AGRICULTURE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 2<br><br>TO LEASE NO. **37137-Pamlico-01** |
|---|---|
| ADDRESS OF PREMISES<br>**13724 Highway 55**<br>**Alliance, NC 28509** | GREX DELEGATION NO.: DNC03172-001 |

**THIS AMENDMENT** is made and entered into between **County of Pamlico**

whose address is: **302 Main St. Bayboro, NC 28515** & mailing address is: **P.O. Box 776, Bayboro, NC 28515**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 7, 2024 as follows:

**A.** Paragraph "Lease Term" of the Lease is updated as follows:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon February 7, 2014 through January 31, 2029, subject to termination and renewal rights as may be hereinafter set forth."

**B.** Rentable Square Footage (RSF) remains 2,650.

**C.** Paragraph 1.03 "Rental Consideration for Simplified Leases (Jun 2012)" is hereby deleted in its entirety and the following is inserted in lieu thereof::

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

**FOR THE GOVERNMENT:**

Signature: _____

Name: Jason Clindinin

Title: Lease Contracting Officer

United States Department of Agriculture, USDA

Date: _____

**WITNESSED FOR THE LESSOR BY:**

Signature: _____

Name: _____

Title: _____

Date: _____

"The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | EFFECTIVE 2/7/2024-1/31/2029 |
|---|---|
| | ANNUAL RENT |
| SHELL RENT | $ 23,850.00 |
| OPERATING COSTS* | $ 10,971.00 |
| **ANNUAL RENT** | **$ 34,821.00** |

*Annual Rental Rate (rounded) of $13.14 per RSF reflects rental rate breakdown as follows:*
*Shell Rent $9.00 per RSF (rounded)*
*Operating Costs $4.14 per RSF (rounded)*

**D.** The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.

**E.** The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at https://www.sam.gov/SAM/ prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

## FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (MAY 2025)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

**1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

*This clause is incorporated by reference.*

**2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

*This clause is incorporated by reference.*

**3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)**

(a) *Definitions.* As used in this clause—

*Covered article,* as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community,* as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system,* as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

**~~4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)~~**

~~The attached representation is hereby attached to and incorporated into this Lease Amendment.~~

**~~5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)~~**

~~a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—~~

~~(1) Maintain access to the leased space; or~~

~~(2) Have access to the leased space without prior approval of the authorized Government representative.~~

~~(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.~~

~~(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.~~

# COUNTY OF PAMLICO
# PUBLIC NOTICE

County of Pamlico has issued a public notice regarding the intent to extend a lease with the **U.S. Department of Agriculture (USDA)** for office space in Alliance, NC

## Lease Details

- **Location:** 13724 NC Highway 55, Alliance, NC 28509
- **Space:** 2,650 rentable square feet (RSF)
- **Proposed Rate:** $13.14 per RSF, totaling $2,901.75 monthly and $34,821.00 annually.
- **Duration:** The extension would expire on January 31, 2029.

## Timeline and Next Steps

- **Public Notice Period:** A 30-day public notice is required before final approval can be granted.
- **Board Approval:** The proposal is scheduled for final approval at February 16, 2026, Board of Commissioners meeting.

## Please note the following:

During regular business hours, the full text of the following proposed amendments can be obtained from the Clerk to the Board at the County Manager's Office located at 302 Main Street, Bayboro, NC (Phone Number: 252-745-3133, Email: tracy.boyd@pamlicocounty.org)

**BOARD OF COMMISSIONERS**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Review Of Proposed China Grove Subdivision, China Grove Road

Pamlico County Inspections Office requests the Pamlico County Board of Commissioners review for consideration the proposed China Grove Subdivision located on China Grove Road in Pamlico County. The Pamlico County Planning Board met on January 27, 2026, and voted to approve the preliminary and final approval for the China Grove Subdivision.

Please see a copy of the memorandum of request and subdivision plans for your review and consideration.

# PAMLICO COUNTY
# BUILDING INSPECTIONS DEPARTMENT

202 Main Street, Bayboro, NC 28515
Mailing: PO Box 776 Bayboro, NC 28515
PH: 252-745-3861


February 6, 2026

To: Mr. Mark Brewington, County Manager
Pamlico County Board of Commissioners

RE: China Grove Subdivision, China Grove Road
(Approval request for Monday, February 16, 2026, Pamlico County Board of Commissioners Meeting)

The Planning Board met on Tuesday, January 27, 2025, at 7pm. The preliminary and final approval for China Grove Subdivision was motioned and approved.

The Planning Board requests review and approval from the Pamlico County Board of Commissioners for the scheduled meeting on Monday, February 16, 2026.

Copies of the subdivision are included for review.

Regards,

Ray Bennett/Chief Building Inspector/Subdivision Administrator
Pamlico County Planning Board

**BOARD OF COMMISSIONERS**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico County Commissioners Annual Settlement Report

Pamlico County Tax Administrator has submitted to the Pamlico County Board of Commissioners the 2025 County Commissioners Annual Settlement Report. This report is due to the governing body each February as required by NCGS 105-369(a) in part "Report of unpaid taxes that are liens on real property".

Please see a copy of the memorandum and report for your review.

# Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
*Listing:* 252-745-3105
*Land Records:* 252-745-3791


February 9, 2026

To: Pamlico County Board of Commissioners
From: Kathy Wall, Tax Administrator

Subject: County Commissioners' Annual Settlement Report

Dear Pamlico County Board of Commissioners,

Please find and accept the attached 2025 County Commissioners Annual Settlement Report due to the governing body each February. G.S. 105-369(a) in part "Report of unpaid taxes that are liens on real property".

Respectfully submitted,

Kathy Wall

Kathy Wall, Tax Administrator

SELECTED REV.UNIT:

PAMLICO COUNTY
COMMISSIONERS ANNUAL SETTLEMENT REPORT
DEPOSIT DATE RANGE 7/01/2025 THRU 1/31/2026
YEAR RANGE 2025 THRU 2025



REVENUE UNIT: 00 PAMLICO COUNTY

| Year Description | Levy Collectible | Discounts | Releases | Taxes Collected | Accounts Receivable | Collection Percent | Interest Collected | Flat Fees Collected | Advertising Collected | Over/Short |
|---|---|---|---|---|---|---|---|---|---|---|
| REAL AND NON RGV PERSONAL | | | | | | | | | | |
| 2025 TAXES | 12,037,069.19 | | 29,353.02- | 10,887,338.89 | 1,120,377.28 | 90.69 | 5,113.63 | 1,781.60 | | 2.00- |
| 2025 PENALTY | 23,731.20 | | 942.72- | 14,420.77 | 8,367.71 | 64.74 | | | | |
| 2025 TOTAL | 12,060,800.39 | | 30,295.74- | 10,901,759.66 | 1,128,744.99 | 90.64 | 5,113.63 | 1,781.60 | | 2.00- |
| TOTAL TAXES | 12,037,069.19 | | 29,353.02- | 10,887,338.89 | 1,120,377.28 | 90.69 | 5,113.63 | 1,781.60 | | 2.00- |
| TOTAL PENALTY | 23,731.20 | | 942.72- | 14,420.77 | 8,367.71 | 64.74 | | | | |
| GAP VEHICLE | | | | | | | | | | |
| 2025 TAXES | 20,978.27 | | 1,057.98- | 3,470.69 | 16,449.60 | 21.59 | 3.58 | | | |
| TOTAL TAXES | 20,978.27 | | 1,057.98- | 3,470.69 | 16,449.60 | 21.59 | 3.58 | | | |
| STATE BOARD ASSESSED | | | | | | | | | | |
| 2025 TAXES | 266,292.56 | | | 266,292.56 | | 100.00 | | | | |
| TOTAL TAXES | 266,292.56 | | | 266,292.56 | | 100.00 | | | | |
| REAL AND NON RGV PERSONAL | | | | | | | | | | |
| Current Year (Excluding Vehicle and Penalty) | | | | | | | | | | |
| TOTAL TAXES | 12,303,361.75 | | 29,353.02- | 11,153,631.45 | 1,120,377.28 | 90.89 | 5,113.63 | 1,781.60 | | 2.00- |
| Current Year (Including Vehicles) | | | | | | | | | | |
| TOTAL TAXES | 12,324,340.02 | | 30,411.00- | 11,157,102.14 | 1,136,826.88 | 90.78 | 5,117.21 | 1,781.60 | | 2.00- |

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**CLERK TO THE BOARD**
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**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request For Swimming Pool Program Policy Review and Revision

Pamlico County Health Director has submitted to the Pamlico County Board of Commissioners a request for review and revision of the Pamlico County Swimming Pool Program Policy. This document is currently under review by the County Attorney.

Pamlico County Administration requests the Board of Commissioner table the request until final approval is received by the County Attorney.

Please see a copy of the memorandum and supporting documentation for your review.

# *Pamlico County Health Department*

*203 North Street*
*PO Box 306*
*Bayboro, NC 28515*
*Tel: (252) 745-5111 Fax: (252) 249-5900*
**Health Director: Melanie R. Dixon**


| Title:<br><br>**SWIMMING POOL PROGRAM** | |
|---|---|
| Approved By:<br><br>_____<br>Health Director<br><br>_____<br>Program Coordinator | Title:<br><br>**ENVIRONMENTAL HEALTH** |

(Swimming Pool Program)

**PURPOSE:**

To ensure that the public receives the highest quality of service from the Health Department in its implementation of the public swimming pool program as mandated by the state of North Carolina. To enforce the state laws and rules addressing sanitation and safety of public swimming pools located within Pamlico County that the public health department is mandated to inspect.

**POLICY:**

The Environmental Health Division and the responsible individuals will strive to ensure facility compliance with all rules and regulations, which results in a safer swimming environment for the public.

**PRODCEDURE:**

1. Pool applications for the upcoming pool season will be mailed to existing public pools at the beginning of the year. Pools shall return the completed application along with all the correct, requested pool data. Once this paperwork is received by The Health Department and inspected for accuracy and completeness, the pool can be scheduled for an inspection to permit the pool for the season. Pools must submit this paperwork a minimum of 30 days prior to their requested date to be opened.
2. Environmental Health Specialists delegated authority by the state of North Carolina to carry out the provisions of the relevant rule inspect and conduct all regulatory actions relevant to all public swimming pools. Pools are approved for state permits to operate when found to be in compliance with all requirements, per state rules and guidelines. Plans for new and remodeled pools are reviewed for compliance with the applicable rule(s). Inspections are conducted at a frequency that adheres to the

mandated inspection interval for the type establishment, as found in applicable statutes and rules. The authorized agents respond to public complaints and requests for services as necessary.

3. Files are maintained in accordance with current North Carolina Records Retention and Disposition Schedule for County and District Health Departments.

4. Environmental Health Division staff maintains skills and knowledge by attending educational conferences, SOP courses and state and district educational meetings. Staff is equipped with materials and equipment necessary to conduct inspections and investigations.

5. Environmental Health Division staff gives priority to educating operators and employees of the regulated facilities to assure that they are operated in a safe and sanitary manner at all times.

FEES ASSOCIATED WITH THIS PROGRAM

| | |
|---|---|
| Application and Plan Review Fee-New Construction | $225.00 |
| Seasonal Swimming Pool Permit Fee | $175.00 |
| Additional Visits | $ 100.00 |
| Year-Round Pool Permit Fee | $275.00 |

*All fees are to be collected in advance, before any permit is issued.*

SWIMMING POOL PROGRAM--Applicable Laws and Rules

The following policies are based on the legal authority granted to the local Health Authority under G.S. 130A-280 thru 130A-282 to inspect and regulate Public Swimming Pools.

Section 15A NCAC 18A .2500 (Rules Governing Public Swimming Pools) serve as a basis for all activities related to the regulation of pools within Pamlico County.

State-issued guidelines and division protocols are used in the application of the rules and statutes.

## Reference Plans and Policies

- Pamlico County Health Department Environmental Health Policy Manual

**Written**: 5/09
**Revised**: 5/14, 6/18, 12/20, 5/24
**Reviewed:** 12/20, 7/22, 5/23, 5/24, 5/25

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Requested Appeal of Situs Of A 2014 Lagoon 40 Foot Catamaran Sailboat

Pamlico County Tax Administration requested the Pamlico County Board of Commissioners review the appeal of the 2014 Lagoon 40 Foot Catamaran Sailboat.

The Pamlico County Tax Office recommends that the Pamlico County Board of Commissioners uphold the Discovery/Situs of the above-mentioned vessel.

Please see a copy of all supporting documentation for your review and consideration.

# Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
*Listing:* 252-745-3105
*Land Records:* 252-745-3791


January 26, 2026

To: Pamlico County Board of Commissioners
From: Kathy Wall, Tax Administrator

Subject: **Appeal of Situs of a 2014 Lagoon 40Ft**

Dear Pamlico County Board of Commissioners,

On November 18,2025, the Pamlico County Listing Department sent a **Discovery Notice** to Ms. Kristine Ronca for a vessel listed above, sited at Oriental Harbor Village Marina, as she did not list her personal property as required by **NCGS 105-312**. Ms. Ronca returned the Discovery Notice to the Listing office on December 18,2025, confirming that the vessel was under her care, but is owned by SV Gatto LLC. Ms. Ronca agreed that the vessel has been **located** in Pamlico County since, January 1,2025, but that it is temporary, due to repairs (letter attached). Ms. Ronca returned Discovery Notice and prompted Listing to work the appeal.

Pamlico County follows the guidance of North Caroline Department of Revenue (**NCDOR**) for the valuation/situs of personal property. According to the Oriental Harbor Village Dockmaster, the 2014 Lagoon 40Ft vessel has been docked at the marina since January 1,2025. The vessel motored into the marina on its own power. The dockmaster also confirmed that as of 1/26/2026 no repairs have been reported.

Ms. Ronca, per phone conversation, said that the vessel was in Carteret County before it arrived in Pamlico County. The Pamlico County Tax Office inquired with Carteret County and there is no record of situs (paid taxes) for this vessel in the Carteret County. (photos dated 1/20/2026 attached).

It is my recommendation to the Commissioners to uphold the Discovery/Situs of the above-mentioned vessel, as it has been docked at the Oriental Harbor Marina since January 1,2025, which is not temporary.

Please see the attached notes for a further explanation.

Respectfully submitted,

Kathy Wall

Kathy Wall, Tax Administrator

# Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
*Listing:* 252-745-3105
*Land Records:* 252-745-3791

## DISCOVERY NOTICE

RECEIVED DEC 18 2025 BY:

**November 18, 2025**

**Kristine Ronca**
**29 Ferry Road**
**Old Saybrook, CT 06475**

Dear Property Owner:

According to our records, the property below is located in Pamlico County and was owned by you on January 1. North Carolina General Statue §105-303 requires all taxpayers to annually list their taxable personal property in January. The property listed below is subject to ad valorem taxes and is being discovered in accordance with NCGS §105-312. **This listing and appraisal will become final, and a tax bill created with penalties if no response is received within 30 days of this notice.**

**PROPERTY DESCRIPTION**
**2014 Lagoon 40 Ft.**

**ASSESSED VALUE**
**$294,250**

**PHYSICAL LOCATION:**
**Oriental Harbor Village Marina**

**District: 124**

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Please select one of the following:

I **OWN** the personal property listed above and authorize the listing as stated. Sign below and return this form within thirty (30) days from the date of this notice.

I **OWN** the personal property above and would like to appeal the assessed value. Sign below and return this form within thirty (30) days from the date of this notice. **Please send documentation to support the appeal.**

☑ I **DO NOT AGREE** with the proposed discovery. Select the reason below and attach supporting documentation.

- o Property is listed in another county/state. Location of property: _____
- o Property sold on: _____ Buyer's Name and Address: _____

✓ Other: Property owned by SV Gatto LLC. Vessel did not establish tax situs and is temporarily present for lightening strike repairs only. See attached letter.

Taxpayer Signature: _____ Date: DEC 15, 2025

Taxpayer phone number: 860-227-0200 Email: (optional) svgattonyc@gmail.com

**Questions? Contact Pamlico County Listing 252-745-3105 Email: tax.office@pamlicocounty.org**

Return this form to: Pamlico County Tax Office, Attn Listing, PO BOX 538, Bayboro, NC 28515

**Pamlico County Tax Office**
Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
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Kristine Ronca
C/O SV Gatto LLC
29 Ferry Road
Old Saybrook, CT 06475

**From:** Kathy Wall, Clerk to BOER
**Date:** December 29, 2025
**Subject: 2014 Lagoon 40 Ft** **Value under appeal:** $294,250.00

Your Appeal to the Pamlico County Board of Equalization and Review has been received and reviewed. The decision concerning your appeal has been noted at the bottom of the page. Your response to this decision must be received in the Pamlico County Tax Office, no later than 5:00 pm on **January 29,2026.**

Your response may be mailed to: Pamlico County Tax Office
PO Box 538
Bayboro, NC 28515

Emailed to: Kathy.wall@pamlicocounty.org

Respectfully Submitted,

Kathy Wall
Tax Administrator/Clerk to BOER

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**Recommendation to BOER: No value change** value to $294,250.00. Vessel was Discovered (November 18,2025), has established N.C. situs and therefore is taxed accordingly by G.S. 105-309(d) and G.S. 105-326(a). Vessel has been at Oriental Harbor Village Marina for over one year, as of December 18,2025.

_____ I **accept** the recommendation of the Tax Administrator.

✓ I **do not accept** the recommendation of the Tax Administrator.

Signature

January 19, 2026
Date

Kristine Ronca
C/O SV Gatto LLC
29 Ferry Road
Old Saybrook, CT 06475

January 29, 2026

Pamlico County Tax Office
Attn: Board of Equalization and Review
PO Box 538
Bayboro, NC 28515

Re: Appeal – 2014 Lagoon 40 Ft. (Value under appeal: $294,250)

Dear Members of the Board,

I hereby **do not accept the recommendation of the Tax Administrator.**
The vessel did **not establish North Carolina tax situs.** Its presence in Pamlico County was **temporary and involuntary,** solely due to **casualty-related, insurance-approved repairs** following a lightning strike. Temporary presence for repairs does not constitute establishment of tax situs.
I respectfully request further review of this matter.

Sincerely,

Kristine Ronca
Assignee / Authorized Representative
SV Gatto LLC

1/20/26
KRW

1/20/26
KRW

December 18, 2025

Kathy Wall, Tax Administrator

RE: Kristine Ronca  2014 Lagoon 40 Ft. boat

Kristine Ronca has a 2014 Lagoon 40 Ft. boat at the Oriental Harbor Village Marina that Ms. Ronca says is there for repairs from a lightning strike. Ms. Ronca has sent her Discovery Notice back to our office and does not agree with the information on the Discovery (see attached). Ms. Ronca states that the boat is in the name of SV Gatto LLC and that the vessel did not establish tax situs and is temporarily present for lighting strike repairs only. Situs and physical presence are the same thing (see attached). Speaking with the Dock Master at Oriental Harbor Village Marina on December 18, 2025, he stated that the boat had been at the marina for over a year and was not transit.

Recommendation: The SV Gatto LLC should be responsible for 2025 taxes.

Thank you,

Sue Hicks

# Pamlico County Tax Department

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125
*Listing:* 252-745-3105
*Land Records:* 252-745-3791


November 18, 2025

Kristine Ronca
29 Ferry Road
Old Saybrook, CT 06475

Ms. Ronca, thank you so much for taking the time to speak with me the other day. In your email you stated that your vessel was registered with U.S. Coast Guard, and I understand that this documentation eliminates the need to register your vessel with a state and allows for easier international sailing but, those issues are not relevant to North Carolina property taxes. If the boat is sited in N.C., it **must be taxed** there, regardless of where the boat is or is not registered with the U.S. Coast Guard. I have also included the N.C Stautes below. If you have any questions or concerns, please contact me at 252-745-3105 or email at Sue.Hicks@Pamlicocounty.org.

**105-304. Place for listing tangible personal property.**

(a) Listing Instructions. - This section applies to all taxable tangible personal property that has a tax situs in this State and that is not required by this Subchapter to be appraised originally by the Department of Revenue. The place in this State at which this property is taxable is determined according to the rules provided in this section. The person whose duty it is to list property must list it in the county in which the place of taxation is located, indicating on the abstract the information required by G.S. 105-309(d). If the place of taxation lies within a city or town that requires separate listing under G.S. 105-326(a), the person whose duty it is to list must also list the property for taxation in the city or town.

**§ 105-308. Duty to list; penalty for failure.**

Every person in whose name any property is to be listed under the terms of this Subchapter shall list the property with the assessor within the time allowed by law on an abstract setting forth the information required by this Subchapter.

In addition to all other penalties prescribed by law, any person whose duty it is to list any property who willfully fails or refuses to list the same within the time prescribed by law shall be guilty of a Class 2 misdemeanor. The failure to list shall be prima facie evidence that the failure was willful.

Thank you.

Sue Hicks
Personal Property Listing Department

I have documentation supporting all statements above, including insurance records, repair records, contractor invoices, maritime and civil litigation filings, and police reports, and will provide them upon request. I respectfully request written confirmation once this matter is resolved.

Sincerely,

**Kristine Ronca**
Assignee / Authorized Representative / Captain-Operator
**SV Gatto LLC (Delaware)**

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request Approval Of Animal Services Ordinance

Pamlico County Administration requested the Pamlico County Board of Commissioners consider for approval the attached Pamlico County Animal Services Ordinance.

Please see a copy of the Pamlico County Animal Services Ordinance for your review and consideration.

**Chapter – ANIMAL SERVICES**

Editor's note— An ordinance adopted February 2026

## ARTICLE I. - ADMINISTRATION

### Sec. 1-1. - Animal services office established.

There is hereby established in the government of the county an animal services office.

### Sec. 1-2. - Animal services officer.

The animal services officer shall be supervised by the Health Director.

### Sec. 1-3. - Functions of the animal services office.

The animal services office shall have and perform the duties and responsibilities set forth herein, shall enforce the provisions of this chapter and of state law relating to animal services.

### Sec. 1-4. - Dangerous dog appeal board established.

**(a)** There is established the dangerous dog appeal board.

**(b)** The dangerous dog appeal board shall consist of three members to be appointed by the Health Director. The members shall serve one-year terms. Any two members of the dangerous dog appeal board shall constitute a quorum for conducting a meeting.

**(c)** The powers and duties of the dangerous dog appeal board shall include:

(1) Selecting a chairperson to preside over its appeal hearings;

(2) Hearing the appeals of the determinations of potentially dangerous dogs by the animal services director pursuant to article III of this chapter or G.S. Ch. 67.

**(d)** A staff member of the Health Department will be designated by the Health Director to serve as the clerk to the animal services dangerous dog appeal board.

## ARTICLE II. - GENERAL PROVISIONS

### Sec. 1-5. - Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules, or regulations of the state applicable thereto. The provisions of this chapter shall govern where the provisions of the laws, rules and regulations of the state are less restrictive than the provisions of this chapter.

### Sec. 1-6. - Diseased animals; injured or sick animals.

**(a)** Any animal which comes into possession of animal services which is seriously injured, sick, or exhibiting symptoms of contagious disease may be humanely euthanized animal services. Provided, however, that before such sick, diseased, or injured animal is euthanized, animal services personnel shall contact the animal's owner, if known, to determine the disposition of such animal. If the owner of such animal is not known, the sick or injured animal may be euthanized by Animal Services. Animal Services shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of animal services, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition, and description of such animal.

**Sec. 1-7. - Property owner may impound animal.**

**(a)** Any person who finds a domesticated animal or fowl on his property to his injury or annoyance may take such animal to the animal services contracted holding facility.

**(b)** No person shall knowingly and intentionally harbor, feed or keep in possession by confinement or otherwise any stray animal which does not belong to him.

**(c)** Any animal reported as found to animal services shall be considered the legal property of the finder.

**Sec. 1-8. - Nuisance animals.**

**(a)** Definition.

> (1) For the purposes of this section, "nuisance" means, but is not limited to, the conduct or behavior resulting from any act of omission or commission by the owner or keeper of any small or large dog which attacks or bites passersby.

**(b) Keeping of nuisance animal prohibited.** No person shall keep any animal which is a nuisance animal, or which causes a nuisance as defined in this section.

**(c) Violations.** When an animal services officer or law enforcement officer witnesses a violation of this section, animal services shall investigate and follow the office procedures for mitigation of nuisance issues.

**(d) Owner unknown.** In situations where the owner of a nuisance animal is unknown, the animal services officer shall impound the animal and post notice of the impoundment. If the owner does not redeem the animal within three days, the animal shall become the property of the animal services office and shall be disposed of according to office policies.

**(e) Private remedies.** This section shall not be construed to prevent a private citizen from pursuing a private cause of action for damages against the owner of keeper of any animal that has caused injury to said private citizen for damages or any other loss resulting from an animal being a nuisance as defined by this section or otherwise.

**Sec. 1-9. - Records; disposition of animals.**

**(a)** An animal services officer, upon receiving any animal for impoundment, in reference to rabies investigation, vicious animal investigation, dog bite investigation or while assisting a law enforcement agency, shall record the description, breed, color, and sex of the animal and whether or not it is licensed and the date and time of impoundment. If the animal is licensed or if the owner is known, the officer shall enter the name and address of the owner or the county license on the impoundment records. If the owner is known, the animal services officer shall telephone the owner or, if unsuccessful in attempting to telephone such owner, shall mail notice at the address shown on the office records to notify the owner, that unless reclaimed within 72 hours after mailing of notice, Sundays and county-observed holidays excluded, the animal may be humanely disposed of by the animal services contracted holding facility. Attempts to contact the owner will be recorded on the impoundment record.

**(b)** After the 72 hours of impoundment as prescribed above, animals that have not been reclaimed by the owner thereof shall be disposed of in a humane manner and as required by law. Provided, however, in the discretion of the animal services director, a healthy animal may be retained for an additional period for the purpose of transferring to an approved local animal adoption or rescue agency.

**Sec. 1-10. - Redemption of impounded animals; impoundment where no one is present to care for an animal.**

**(a)** An owner shall be entitled to resume possession of his impounded domestic animal, upon compliance with the provisions of this chapter and payment of any applicable impoundment, boarding, vaccination, or other fees. Animals four months old and older will be vaccinated for rabies and microchipped. New owners of animals less than four months old shall have three business days from the time that the animal reaches the age of four months, in which to have the animal vaccinated against rabies and return the proof to the department's holding facility. Failure to obtain the required rabies vaccination shall constitute a violation of this section.

**(b)** When a law enforcement officer takes a person into custody who is in possession of an animal, and no other competent person is immediately present at the scene to take care of the animal, the animal will be impounded for its welfare. The animal will be impounded at the animal service contracted holding facility until contact can be made with the animal's owner and an appropriate disposition of the animal determined. Once an animal services officer makes contact with the owner, the owner will have three business days to arrange for the appropriate disposition of the animal. On the fourth business day, the animal shall become the property of the county and shall be disposed of as provided in this chapter.

**Sec. 1-11. - Dead animal pickup; relinquishing animals to the shelter.**

**(a)** Dead animals may be picked up from roadways by waste/sanitation haulers as provided by NCDOT.

**(b)** Owners may relinquish their animals to the animal services contracted holding facility provided the owner signs an impoundment card releasing possession of the animal to the holding facility. Once the animal is released to the holding facility, the animal shall become the property of the contracted holding facility and may be transferred or humanely disposed of in accordance with the department's policies.

## ARTICLE III. - DANGEROUS DOGS

### Sec. 1-12. - Definitions.

For the purposes of this article, the following words and phrases shall have the following meanings:

**Attack by a dog** means any behavior or action by a dog which could reasonably be expected to cause physical injury to a person or domestic animal, to include biting, felling or toppling, tearing of clothing, or provoking flight to escape attack.

**Bite by a dog** means any seizing, gripping, or grasping, no matter how slight or momentary, by a dog between its jaws of the body parts of a person or domestic animal, so as to cause physical injury to such person or domestic animal.

**Dangerous dog** means any of the following dogs:

(1) A dog that without provocation has killed or inflicted severe injury on a person; or

(2) A dog that has been determined as provided herein to be potentially dangerous; or

(3) A dog that is owned or harbored primarily, or in part, for the purpose of dog fighting or a dog trained for dog fighting.

**Dog** means a domesticated animal (Canis familiaris) of the Canidae family; provided that no wild specie of the Canidae family, such as a wolf, fox, or coyote, shall be considered a domesticated animal, even though raised by humans in domestic surroundings.

**Guard dog** means a dog trained by a skilled trainer to recognized security industry or other reasonable standards and presently used under the control of trained handlers to protect persons and property.

**Law enforcement dog** means a dog, trained for police work to recognized law enforcement standards and presently used by and under the control of a law enforcement officer to carry out the law enforcement officer's official duties.

**Lawful hunt** means a hunt for lawful game conducted on private or public property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the lawful season for the game concerned using dogs customarily employed and suitable for such game.

**Owner of a dog or owning a dog** means any person or legal entity that has a possessory property right in a dog, including the harborer or keeper of a dog with the consent of the owner or of a dog that has been abandoned by or escaped the custody of its owner.

**Owner or keeper's real property** means any real property owned or leased by the owner or keeper of the dog, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

**Potentially dangerous dog** means a dog that had been determined, as provided herein, to have:

(1) Inflicted a bite on a person that required medical care more than first aid;

(2 ) Killed or inflicted injury upon a domestic animal when not on the real property of the owner of the dog; or

(3) Attacked a person or approached a person in an area of the keeper's property open and accessible to invitees, or when not on the owner's property, in a vicious or terrorizing manner in an apparent attitude of attack.

**Severe injury** means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

**Territorial jurisdiction of Pamlico County** means all territory within the boundaries of the County of Pamlico, North Carolina, except the incorporated area of a municipality, unless such municipality has consented to the application and enforcement of this chapter in its jurisdiction.

**Sec. 1-13. - Application of article; exceptions.**

The provisions of this article do not apply to:

(1) A law enforcement dog or guard dog being used by a law enforcement officer or a bona fide professional security guard while in the performance of official duties or professional responsibilities;

(2) A dog being used in a lawful hunt;

(3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under control of its owner, and the damage or injury was to a species or a type of domestic animal appropriate to the work of the dog; or

(4) A dog where the injury inflicted by the dog was sustained by a person who at the time of the injury, was tormenting, abusing, or cruelly treating the dog, or had tormented, abused, or cruelly treated the dog, or was committing or attempting to commit a crime.

**Sec. 1-14. - Reporting requirements.**

**(a)** Reporting required. An owner of a dog that has attacked or bitten a person or domestic animal, a victim of an attack or biting by a dog, the owner of any domestic animal that has been attacked or bitten by a dog, any person witnessing such an attack or biting, a veterinarian treating a domestic animal for such an attack or biting, or a health care professional treating a person for such an attack or biting, shall report the following events to the animal services department within three business days after the event has occurred:

(1) Any attack or biting by a dog upon any person or domestic animal; or

(2) The transfer, gift, sale or other conveyance of ownership or possession of a dangerous or potentially dangerous dog, its confinement in a veterinary facility, its removal from the territorial jurisdiction of the county, or its death.

**(b)** Report data required. The data required in the report and the format thereof shall be as set forth in administrative procedures established by the animal services director.

**Sec. 1-15. - Determination that a dog is potentially dangerous; appeals.**

**(a) Generally.** Upon receipt of a report submitted in accordance with section 1-15, or upon the receipt of any other complaint, or when he has reasonable suspicion that a dog is potentially dangerous, the animal services officer or Health Director shall make a determination whether or not such dog is a potentially dangerous dog. Any determination that a dog is potentially dangerous shall be made in a writing stating the facts relied upon by the director to make his determination. The written declaration shall be personally delivered to the owner of the subject dog or shall be mailed by certified mail, return receipt requested, to the owner. If the determination is made that the subject dog is potentially dangerous, the written determination shall order compliance with the appropriate provisions of this article and the Health Director may impose reasonable conditions to maintain public health and safety. The Health Director may pursue such other civil or criminal penalties and remedies as authorized by this chapter or state law.

**(b) Determination by Health Director.** If, at any time after the receipt of any report or complaint made pursuant to section 1-15, the Health Director determines that the conditions under which the subject dog is being kept or confined do not adequately protect the public health or safety, the Health Director shall require that the subject dog be impounded at the contracted animal services holding facility until completion of the investigation and any appeal of the decision of the director.

**(c) Appeals from determinations.**

(1) The owner of any dog determined by the Health Director to be potentially dangerous may appeal the decision of the Health Director to the appeal board within three business days of receiving notice of the determination. Appeal to the appeal board may be taken by filing written objections to the Health Director's determination with the clerk for the appeal board.

(2) The appeal board shall schedule and hear such appeal within ten days of the filing of the written objections or at such later time as the appellant consents.

(3) The vote of the appeal board shall be taken, and the announcement of its decision shall be made, in an open public meeting. A written statement of the decision of the appeal board shall be delivered to the Health Director and the appellant. The notice shall be sent by certified mail, return receipt requested, and filed concurrently with the Health Director and the county attorney.

**(d) Conduct of appeal.**

An appeal hearing before the appeal board shall be conducted as follows:

(1) The hearing shall be subject to the open meetings law, and the required notice shall be posted and given as applicable;

(2) The chairperson of the appeal board shall preside at the hearing;

(3) The Health Director shall present the case;

(5) The appellant may be represented by an attorney;

(6) The Health Director and the appellant may make any statements, present any evidence, or offer any witnesses on their behalf, on any relevant issue;

(7) The chairperson of the appeal board shall rule on the admissibility of any evidence and on any procedural issues that might arise;

(8) The Health Director and the appellant shall be entitled to cross-examine any witnesses;

(9) The hearing shall be quasi-judicial in nature and all testimony shall be under oath;

(10) The appellant shall be entitled to obtain a copy of the minutes of the proceeding at his own cost;

(11) The appeal board shall announce its decision at an open meeting and render it in writing as expeditiously as possible at or following the hearing. Its decision shall contain findings of fact and conclusions in support of its decision.

**(e) Purpose of appeal.** The purpose of the hearing before the appeal board shall be to determine whether or not the determination of the Health Director is in the best interests of the public health, safety, and welfare.

**(f) Function of appeal board.** The function of the appeal board shall be to affirm, reverse, or modify the determination of the Health Director which has been appealed. Any conditions imposed by the appeal board shall be reasonable, relevant to the issues in the matter, and have the effect of promoting public health, safety, and welfare.

**(g) Hearing.** The hearing shall be administrative in nature, and the decision of the appeal board shall be final.

**Sec. 1-16. - Registration required.**

**(a) Generally.** Any person owning a dangerous dog as defined by this chapter or G.S. Ch. 67 shall register such dog with the animal services office within five days of such event which established the dog to be dangerous or may, in lieu of any hearing, register such dog voluntarily, which shall constitute an admission and final determination that the dog is dangerous.

**(b) Permanent identification mark required.** Each dog registered pursuant to this section shall be assigned a registration number by the animal services office, which shall be affixed to the dog by permanent chip implant, at the expense of its owner. No person shall remove such identification once it is assigned and affixed.

**Sec. 1-17. - Permit required.**

**(a) Generally.** After registration of a dangerous dog or after a final determination that such dog is potentially dangerous in accordance with this chapter or G.S. Ch. 67, no person shall own such dog thereafter within the territorial jurisdiction of this chapter without applying for and obtaining a permit from the animal services office.

**(b) Issuance of permit.** The animal services department shall issue a permit for a dangerous dog only upon submission of a complete, verified application, payment of the permit fee and a finding by the Health Director or his designee that:

(1) The required conditions for keeping and housing the dog and other public health and safety protective measures are in effect; and

(2) The dog for which a permit is issued does not pose an unreasonable threat to the public health, safety, and general welfare if the owner shall comply with the provisions of this article and the conditions of the permit.

**(c) Condition of issuance.** Issuance of a permit shall be conditioned on continued compliance with the provisions of this article and other provisions of state law, on continued compliance with and maintenance of the conditions for housing the dog and public safety set forth in the permit,

and any special conditions the director may deem reasonably necessary to protect the public health, safety, and welfare in view of the particular circumstances and history of the dog for which the permit is issued.

**(d) Term of permits and renewal thereof.** No permit shall be issued under this section for a term of more than three years but may, in the Health Director's discretion, be issued for a shorter period. Permits must be renewed, subject to the same terms and conditions required for initial permits.

**(e) Revocation of permits.** The Health Director may, upon notice and hearing and for good cause shown, revoke any permit or modify any terms, conditions, or provisions thereof. If the Health Director deems it necessary to protect the public health or safety from any imminent threat or danger thereto, he may, without hearing, revoke any permit or any portion thereof. Good cause for revocation or modification of a permit shall include, without limitation, violation of or failure to comply with any provision of this article or with any term, condition, or provision of a permit.

**(f) Inspections.** The Health Director shall cause periodic inspections to be made of the premises of the owner of a permitted dangerous or potentially dangerous dog to assure compliance with the provisions of this article and the applicable permit.

**Sec. 1-18. - Regulation of dangerous dogs; security and restraint requirements.**

No person shall own a dangerous dog except in compliance with all provisions of this article, including the following regulations:

(1) While on the real property of its owner, such dog shall be kept, secured, and restrained as follows:

a. In a building with doors, windows and other exits securely fastened shut and under the supervision and control of a responsible, capable adult person; or

b. Securely kept in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children; or

c. While outside a building or enclosure described above, securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.

(2) Such dog shall only be removed from the real property of its owner as follows:

a. For transportation to and from a veterinarian or the contracted animal services shelter; or

b. For its permanent removal from the territorial jurisdiction of this chapter; or

c. To provide bona fide exercise necessary for its continued good health.

(3) While off its owner's real property, such dog shall be securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.

(4) Notwithstanding the foregoing, no person shall own a dangerous dog that has killed a person, except in the care and custody of a veterinarian for the purposes of treatment or quarantine; or in the custody of the department's holding facility pending disposition in accordance with the provisions of this chapter, the department's policies, or the order of any court.

(5) **Signage.** The owner of a dangerous dog shall erect a sign with dimensions of at least two feet × two feet on the enclosure housing such dog which shall read:

BEWARE OF DOG

THIS DOG IS DANGEROUS

STAY AWAY!

**Sec. 1-19. - Impoundment of dangerous dogs.**

**(a) Apprehension and surrender.** Upon an initial determination of a dog as potentially dangerous or upon registration of a dog to be dangerous, or if the Health Director has reasonable suspicion to believe that a dangerous, or potentially dangerous dog is being kept or harbored within the territorial jurisdiction of this chapter in violation of it or of a permit issued hereunder, animal services officers and law enforcement officers of the county and of any municipality subject to this chapter shall impound such dog. It shall be a violation of this article to fail or refuse to surrender such dog to such officers upon their lawful demand. The officer impounding such a dog shall deliver the same to the department's holding facility.

**(b) Surrender.** Hiding, removing, or failing to surrender a dangerous or potentially dangerous dog, or impeding any investigation concerning the same, shall be a violation of this article.

**(c) Confinement.** A dog impounded by or surrendered to an animal services officer or law enforcement officer as provided herein shall be confined in the contracted animal services holding facility or, upon request of the owner hereunder, and at such person's expense, at a private veterinary facility or kennel approved by the Health Director, subject to the following conditions:

(1) **Costs of impoundment**. Impoundment shall be at the expense of the owner of the dog. Costs of impoundment at the contract animal services shelter shall be paid by the person liable therefore at the daily rate. The costs of impoundment at a veterinary facility or kennel shall be paid by the person liable therefore pursuant to the terms of the agreement between such person and the proprietor of such facility or kennel. In no event shall the county or any municipality subject to this chapter be liable for or pay for impoundment at such private facility or kennel.

(2) **Release from impoundment.** No such dog shall be released from impoundment as provided herein except upon registration of such dog and issuance of a permit or temporary permit allowing such release. No such dog shall be released from the contracted animal services shelter until costs of confinement of such dog, any registration and permit fees for such dog, and any civil penalties assessed in connection with such dog have been paid in full.

(3) **Disposition of unclaimed or abandoned dogs.** The following dogs impounded at the department's holding facility pursuant to this article shall be deemed abandoned and shall be disposed of in accordance with the provisions of this chapter and the rules and regulations of the department:

a. Any dog which remains unclaimed by its owner for a period more than ten days or a period of lawful quarantine, whichever is longer; and

b. Any dog claimed by its owner which is confined for a period in excess of ten days, or a period or lawful quarantine, whichever is longer, during which no application has been made for a permit or temporary permit; provided, however, the director shall extend such time upon a showing of justifiable delay in such action by the owner.

**Sec. 1-20. - Violations, penalties, and other remedies.**

**(a) Violations.** Each act or conduct prohibited by this article and each failure to comply with a mandatory provision hereby and each day's continuing failure to comply shall constitute a separate and distinct offense.

**(b) State law violations.**

(1) Nothing in this chapter shall be constructed to prevent an animal services officer or any other person from pursuing remedies under G.S. Ch. 67, Art. IA.

(2) The director or his designee is designated as the person responsible for making the determination required under G.S. § 67-4.1(c). In making such determinations, the Health Director or his designee shall follow the procedure set forth in this article.

(3) The dangerous dog appeal board is designated as the appellate board to hear appeals of determinations made pursuant to G.S. § 67-4.1(c).

**Sec. 1-21. - Administrative provisions.**

**(a) Responsibility.** The Health Director shall administer and enforce this article and shall promulgate rules and regulations for such administration and enforcement as may be necessary or desirable to such end.

**(b)** Authority to enter upon premises. Animal Services officers shall have authority to enter and inspect any premises, dwellings, rooming units, barns and other outbuildings, any part of the curtilage thereof, or any yard or other enclosure to:

(1) Conduct any investigation of a dog alleged or suspected of being potentially dangerous or dangerous; or

(2) Apprehend a dog determined to be potentially dangerous or dangerous or as to which there is reasonable suspicion to believe is potentially dangerous or dangerous; or

(3) Investigate any violation of this article; or

(4) Serve a citation upon a person for violation of this article.

**(c)** Notwithstanding the foregoing, an animal services officer shall only make such entry upon consent, pursuant to an administrative search warrant under G.S. § 15-27.2, or otherwise as authorized by law.

**(d)** Authority to immobilize or kill a dangerous or potentially dangerous dog.

(1) If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous or dangerous dog, or a dog as to which there is reasonable suspicion to believe is potentially dangerous or dangerous, such dog is not securely restrained and an animal services officer or a law enforcement officer has reasonable cause to believe the dog poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said dog.

(2) If a potentially dangerous or dangerous dog impounded in the contracted animal service shelter cannot be cared for or handled without risk of serious physical injury or death to persons caring for or handling such dog or to other animals, the department shall render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the department may humanely dispose of said dog.

(3) The animal services office may humanely dispose of any dog being investigated under the provisions of this article at the request of or with the consent of its owner.

## ARTICLE IV. - RABIES CONTROL AND ANIMAL BITES

### Sec. 1-22. - Rabies control.

**(a) Enforcement authority.** The county health director is authorized to enforce the rabies control provisions in G.S. Ch. 130A, Pt. 6 and are further authorized to implement any reasonable administrative procedures necessary to enforce this state law locally.

**(b) Impoundment term.** The impoundment period for animals held pursuant to this section shall be 72 hours, excluding Sundays and legal holidays.

**(c) Compliance with rabies law.** If shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.

**(d) Provisions supplementary to state law.** It is the purpose of this section to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by the state law.

**(e) Vaccination required.** It shall be unlawful for an owner or keeper to fail to provide proof of current vaccination against rabies for any dog, cat, or ferret four months of age or older. Should the county health director deem it necessary that other pets be vaccinated in order to prevent a threatened rabies epidemic or control an existing rabies epidemic, it shall be unlawful for an owner or keeper to fail to provide vaccination for that pet.

**(f) Vaccination schedule.** A rabies vaccination shall de deemed current for a dog, cat, or ferret if the first two doses of vaccine are administered 12 months apart and each subsequent booster dose of vaccine is administered according to the manufacturer's recommended schedule.

**(g) Persons to administer; issuance of a certificate.** All rabies vaccines shall be administered by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or a certified rabies vaccinator. A person who administers a rabies vaccine shall complete a rabies vaccination certificate in such form as is approved by the animal services director pursuant to the regulations of the commission for public health. An original rabies vaccination certificate shall be given to the owner of the animal that receives the rabies vaccine. A copy of the rabies vaccination certificate shall be retained by the licensed veterinarian or the certified rabies vaccinator. A copy shall also be sent to animal services.

**(h) Owner or keeper to be issued rabies tag.** Upon vaccination pursuant to this section, the owner or keeper of the dog, cat or ferret that has been vaccinated shall be issued a rabies tag stamped with a number and the yard for which issued and a rabies vaccination certificate.

**(i) Unlawful for dog, cat, or ferret not to wear rabies tag.** It shall be unlawful for any dog, cat or ferret owner or keeper to fail to provide the dog, cat or ferret with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with the attached tag, must be worn at all times the animal is off its owner's property.

**(j) Unlawful to switch rabies tag.** It shall be unlawful for any person to use for any animal a rabies vaccination tag or certificate issued for an animal other than the one assigned the tag or certificate.

**(k) Dogs, cats, or ferrets brought into county.** All dogs, cats or ferrets shipped or otherwise brought into the territorial jurisdiction of this chapter, except for exhibition purposes where the dogs, cats or ferrets are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry, and shall remain confined for two additional weeks after vaccination, unless accompanied by a certificate issued by a licensed veterinarian showing the dog, cat or ferret is apparently free from rabies and has not been exposed to rabies and that the dog or cat has received a proper dose of rabies vaccine not more than six months prior to the date of issuing the certificate.

**(l) Animals exposed to rabies**.

(1) If the Health Director determines that an animal has not ever been vaccinated against rabies or received its only rabies vaccine less than 28 days prior to being exposed to rabies from a suspected rabid animal, the animal shall be immediately euthanized unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of four months at the owner's or keeper's expense.

(2) If the Health Director determines that an animal with a current rabies vaccination or proof of previous rabies vaccination that has since expired has been exposed to rabies from a suspected rabid animal, it shall be revaccinated and returned to the owner or keeper who shall be responsible for the cost of the rabies vaccination. The owner or keeper is required to monitor the health of the animal for 45 days and report any illness to animal services.

**(n) Health director may declare quarantine.** When reports indicate a positive diagnosis of rabies, to the extent that the lives of persons are endangered, the county health director may declare a county-wide quarantine for such period of time as he deems necessary. Once such emergency quarantine is declared, no dog, cat or ferret may be taken or shipped from the county without written permission of the county health director. During such quarantine, the county health director, the animal services officer, law enforcement officers, or other persons duly authorized by the county health director may seize and impound any dog, cat or ferret running at large in the county. During the quarantine period, the county health director shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency

rabies vaccination facilities strategically located throughout the county. If additional confirmed cases of rabies occur during the quarantine period, the county health director in his discretion may extend the quarantine period.

**(o) Carcass to be surrendered to animal services department.** The carcass of any animal suspected of dying of rabies, or dying while under observation for rabies, shall be submitted to the animal services department for the implementation of appropriate diagnostic procedures as advised by the North Carolina Department of Health and Human Services Public Health Veterinarians.

**(p) Unlawful to kill or release animal under observation.** It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal under observation for biting a human, or to remove such animal from the county without written permission from the county health director, provided that a licensed veterinarian or the county health director or other person duly authorized by the county health director may authorize any animal to be killed for rabies diagnosis.

**(q) Unlawful to fail to surrender animal.** It shall be unlawful for any person to fail or refuse to surrender any animal for confinement or destruction as required in this article, when demand is made therefore by the county health director, the animal services officer, or any law enforcement officer.

**(r) Unlawful to fail to provide proof of vaccination.** It shall be unlawful for any person to fail or refuse to provide proof of rabies vaccination for any animal that they own or control when request is made therefore by the animal services officer, the county health director or his designee, or any sworn law enforcement officer.

**(s) Animals subject to impoundment.** Any dog or cat that has bitten or scratched a human must be quarantined for ten days from the date of the bite or scratch, either at the home of its owner or keeper, if an animal services officer determines that the public health and safety shall be reasonably maintained by such quarantine, or otherwise in the department's shelter or in a veterinary hospital at such owner's or keeper's expense. If such dog, cat, or ferret is quarantined at the home of its owner or keeper and escapes, any animal services officer shall impound such dog, cat, or ferret at the contracted animal services shelter for ten days from the date of the bite or scratch.

**(t) Owner liable.** Impoundment of such animal shall not relieve the owner/keeper thereof from any penalty which may be imposed for violation of this section.

**(u) Disposition of infected animals.** The county health director shall direct the disposition of any animal found to be infected with rabies.

**Sec. 1-23. - Reports of bite cases; report by veterinarian.**

**(a)** Every physician, veterinarian or health care provider shall report to the Health Director the names and addresses of persons treated for bites and scratches inflicted by animals that break the skin, together with such other information as will be helpful in rabies control.

**(b)** Every licensed veterinarian shall report to the Health Director his diagnosis of any animal observed by him to be a suspect rabid animal.

**Sec. 1-24. - Records.**

The Health Director shall keep or cause to be kept:

(1) An accurate and detailed record of the impounding and disposition of all live animals, coming into his custody and any dead dogs or cats picked up that possess rabies tags or county license; and

(2) An accurate and detailed record of all bite cases reported to him, with a complete report of the investigation or disposition of each case.

**Sec. 1-25. - Interference.**

No person shall interfere with, hinder, delay, or obstruct any animal services officer or authorized representative of the county in the performance of any duty under this article or seek to release any animal in the custody of the animal services office or its contracted animal services shelter impounded pursuant to this article, except as provided by law.

**ARTICLE V. - IDENTIFICATION AND TRANSFER**

**Sec. 1-26. - Fastening of tags to collar or harness.**

Each person who owns or maintains a dog or cat that is primarily kept, kenneled, or otherwise located in the county should affix to such dog or cat the following identification:

(1) A durable tag securely affixed to a collar or harness which is securely buckled or otherwise securely joined so that it cannot be removed unless unbuckled; the tag should contain the name and address of the owner of the dog or cat; or

(2) An implanted microchip capable of being scanned by a universal chip reader.

**Sec. 1-27. - Transfer of dangerous or potentially dangerous dog.**

When ownership of a dog which has been declared dangerous or potentially dangerous under article III of this chapter is transferred within the county's jurisdiction, the previous owner shall within three business days notify the animal services department and provide the name and address of the new owner. The new owner shall:

(1) Immediately register the dog with the animal services department; and

(2) Ensure that the requirements of this chapter for maintaining a dangerous or potentially dangerous dog are complied with prior to the dog being relocated to the new owner's property.

**Sec. 1-28. - Non-applicability of article.**

The provisions of this article shall not apply to cats or dogs in the custody of a veterinarian, or whose owners are nonresidents visiting in the county for a period not exceeding 30 consecutive days.

## ARTICLE VI. - ENFORCEMENT

**Sec. 1-29. - Enforcement generally.**

**(a)** The primary responsibility for the enforcement of this chapter shall be vested in the Health Department.

**(b)** Any person authorized to enforce this chapter may do so by issuing a notice of violation or civil penalty citation, or by applying to the general court of justice for a temporary restraining order, a preliminary injunction, a permanent injunction, or an order to abate a nuisance, as may be appropriate in the circumstances.

**(c)** Any decision of the Health Director or his/her designee to seize or impound any animal, other than a decision made pursuant to the provisions of article III, may be appealed to the animal services board for review and final decision upon the owner or keeper of such seized or impounded animal giving written notice of appeal within three business days of receiving notice of the director's decision. The animal services board shall afford the opportunity for a hearing to any person giving notice of appeal and shall conduct the hearing for the purpose of either affirming, reversing, or modifying the decision of the director.

## ARTICLE VII – ANIMAL CRUELTY

**Sec. 1-30. – Animal Cruelty Reporting**

Any violation of N.C.G.S. 14-360. **Cruelty to animals**; shall be reported to the Pamlico County Sheriffs Office or the North Carolina Wildlife Commission for investigation.

# Pamlico County Job Description
# Job Title: Animal Services Officer

## Description of Work

This is protective, preventive, and investigative work in enforcing animal control laws and regulations within a county. Work in this class will be under the supervision of the Pamlico County Health Department. Animal Services will be tasked with the Pamlico County Health Department Rabies Investigations, Animal Bite Investigations, Dangerous Dog Investigations, and Support the Dangerous Dog Committee. Animal Services under the supervision of the Pamlico County Health Department will also coordinate Rabies vaccination clinics and animal related trainings. This position will respond to and investigate complaints (listed above) by citizens and attempt to resolve problems by informing all concerned as to the appropriate laws and regulations and negotiating satisfactory action or compliance. Where problems cannot be resolved the employee will issue formal warnings and/or will recommend to the supervisor more formal legal action. Work in this class includes the control or dispatch of animals by using physical force, traps, firearms, tranquilizer guns, toxic chemicals or other means. Employees may organize and direct rabies vaccination clinics and provide information on all animal services programs.

Regular work schedule is 8:00 a.m. – 5:00 p.m. Monday through Friday. Additional hours may be required to meet the needs of the County (disasters, shelters, special vaccination etc.).

## Knowledge, Skills, and Abilities

- Working knowledge of public health rabies control laws.
- Working knowledge of animal collection and disposal methods.
- Working knowledge of laws and regulations relating to animal control.
- Considerable ability to establish and maintain effective relationships with the public.
- Ability to read, interpret, and explain rules, regulations and procedures.
- Skill in the use of physical means, firearms, tranquilizer guns, and toxic chemicals used in capturing and destroying animals.

## Physical Requirements

This work requires the regular exertion of up to 10 pounds of force and frequent exertion of over 60 pounds of force; work regularly requires speaking or hearing, frequently requires standing, sitting, using hands to finger, handle or feel, lifting and repetitive motions and occasionally requires walking, climbing balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to

perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data. Work can be exposure to outdoor weather conditions and occasionally requires wet, humid conditions, exposure to extreme cold, exposure to extreme heat.

**Minimum Training and Experience**

High school degree and one year of experience as an animal control officer, security officer, or related law enforcement role; or an equivalent combination of training and experience.

**Necessary Special Qualification**

Valid North Carolina Driver's License.

Grade 23
Salary Range: $43,096 - $76,500

**BOARD OF COMMISSIONERS**

**CHAIRMAN**
KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

**COUNTY OF PAMLICO**

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

**COUNTY MANAGER**
MARK BREWINGTON

**CLERK TO THE BOARD**
TRACY BOYD

**COUNTY ATTORNEY**
DAVID B. BAXTER, JR.

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February 16, 2026

**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico Administration Request Closed Session To Discuss Personnel Matter

The Pamlico County Administration requests a Closed Session with the Pamlico County Board of Commissioners to discuss a personnel matter.