

**REGULAR SESSION OF THE PAMLICO COUNTY  
BOARD OF COMMISSIONERS  
MONDAY, MARCH 18, 2024**

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<u>P.M.</u>	<u>NAME</u>	<u>SUBJECT</u>
7:00	Chairman Bohmert	Call Meeting to Order Pledge of Allegiance Approval of the March 4, 2024 Regular Session minutes

Additions and/or deletions to the Agenda

**CONSENT AGENDA**

1. 23-24-175 Request for approval of Budget Amendments
2. 23-24-176 Request for approval of Board Releases
3. 23-24-177 Request to approve Appointments to JCPC
4. 23-24-178 Request for approval of YMCA Camps Proposed Fireworks Schedule
5. 23-24-179 Request to approve release of GAP Bill
6. 23-24-180 Request to approve Contract with Maximus to Provide Annual Cost Allocation Plan
7. 23-24-181 Request approval of CORE MOU

**CORRESPONDENCE AGENDA**

8. 23-24-182 Request for approval to Solicit RFQ for Architectural Services
9. 23-24-183 Request for approval of Fire Prevention and Protection Ordinance and Buildings and Building Regulations
10. 23-24-184 Request for approval to Build a Rock Drive for Emergency Response Boat
11. 23-24-185 Request to approve Funding Offer, DEQ Project Number SRP-D-143-0010 and authorize the Chair, County Manager and Finance Officer to sign documents
12. 23-24-186 Request for approval of Completing Access to Broadband (CAB) Pamlico County Scope of Work
13. 23-24-187 Request for approval of Cutter Bay Subdivision
14. 23-24-188 Request for approval of Waterline Extension Application for Cutter Bay Subdivision
15. 23-24-189 Closed Session to Discuss Hire Rate for PH Nurse II

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  
MONDAY, MARCH 4, 2024**

The Pamlico County Board of Commissioners met in regular session on Monday, March 4, 2024 at 7:00pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Candy Bohmert, Kari Forrest, Carl Ollison, and Ed Riggs were present. Commissioners Missy Baskerville, Doug Brinson and Pat Prescott were not in attendance. Also present were County Attorney Dave Baxter, County Manager Tim Buck, Finance Officer Bill Fentress and Clerk to the Board Tracy Boyd.

Chairman Bohmert called the meeting to order. Rev. Grady Simpson offered the invocation, and Chairman Bohmert led the assemblage in the Pledge of Allegiance.

Chairman Bohmert asked if there were any corrections, additions, and/or deletions to the February 19, 2024 Regular Session Minutes. There were no changes, then on a motion made by Commissioner Riggs and seconded by Commissioner Ollison, the following resolution was unanimously approved.

**BE IT RESOLVED, the February 19, 2024 Regular Session Minutes are hereby approved, and the Chairman's signature is authorized thereon.**

**PUBLIC HEARING:** Chairman Bohmert opened the Public Hearing to discuss the Fire Prevention and Protection Ordinance and Buildings and Building Regulations Ordinance and invited the public to comment or ask questions. There were no comments or questions, therefore Chairman Bohmert closed the hearing.

Public Comment: There were no members of the public to speak during public comment period.

Chairman Bohmert asked if there were any other additions and/or deletions to the agenda; Commissioner Forrest made a motion, seconded by Commissioner Ollison, and unanimously approved, to add: (10) Approval of Memorandum of Understanding Creating Outdoor Recreation Economies (CORE) Project to the Correspondence Agenda and to add Budget Amendment #24-097 to the Consent Agenda under Budget Amendments.

Chairman Bohmert asked to add February 19, 2024 Closed Session Minutes to the agenda, and if there were any corrections, additions, and/or deletions to the February 19, 2024 Closed Session Minutes. There were no changes, then on a motion made by Commissioner Forrest and seconded by Commissioner Bohmert, the following resolution was unanimously approved.

**BE IT RESOLVED, the February 19, 2024 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 Forrest, the following resolutions were unanimously approved.

**BE IT RESOLVED, the following FY23-24 Budget Amendment(s) are hereby approved.**

Department: Health Department			#24-092
<b>FISCAL YEAR 2023-2024</b>			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100211-435546	914 ARPA Lead	\$ 3,000.00	
105180-529000 Lead	Departmental Supplies	\$ 3,000.00	
<u>Reason for Budget Revision:</u> To recognize funds provided to conduct testing and remediation for lead-based paint and asbestos at all NC public schools and licensed childcare facilities.			

Department: Health Department			#24-093
<b>FISCAL YEAR 2023-2024</b>			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100211-435180	Environmental Health	\$ 730.00	
105180-531000	EH Travel	\$ 730.00	
100211-435544	EH 2024 TRACK 2 DEV BASE Grant	\$ 31,500.00	
105180-512100 24BSE	Salaries & Wages	\$ 11,000.00	
105180-518100 24 BSE	FICA	\$ 500.00	
105180-518101 24 BSE	Medicare	\$ 500.00	
105180-518200 24 BSE	Retirement	\$ 500.00	
105180-518300 24 BSE	Insurance	\$ 420.00	
105180-519900 24 BSE	Contracted Services	\$ 9,580.00	
105180-531000 24 BSE	Travel	\$ 9,000.00	
100211-435116	Patient Reimbursement	\$ 11,600.00	
105110-512100	Salaries & Wages	\$ 800.00	
105127-512100	CD Salaries & Wages	\$ 593.00	
105129-512100	IMM Salaries & Wages	\$ 300.00	
105151-512100 OS	OS Salaries & Wages	\$ 100.00	
105151-512100	PC Salaries & Wages	\$ 3,305.00	
105159-512100	BCCCP Salaries & Wages	\$ 2,008.00	
105160-512100	CH Salaries & Wages	\$ 54.00	
105163-512100	MH Salaries & Wages	\$ 55.00	
105164-512100	FP Salaries & Wages	\$ 4,385.00	
100211-435116	Patient Reimbursement	\$ 5,639.07	
105110-519900	Contracted Services	\$ 5,639.07	
<u>Reason for Budget Revision:</u> To recognize funds received from DHHS for Training A. Cayton. 01/01/-12/31/24 FDA Grant.			

Department: Health Department

#24-094

**FISCAL YEAR 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
105110-512103	Salary Supplement		\$ 16,500.00
105110-529000	Departmental Supplies	\$ 16,500.00	

Reason for Budget Revision: ARPA Fund allocation change.

Department: Water Department

#24-095

**FISCAL YEAR 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
307140-529001 VAN	Supplies & Chemicals		\$ 7,000.00
307140-529001 KER	Supplies & Chemicals	\$ 7,000.00	

Reason for Budget Revision: To cover shortfall in line item.

Department: Recycling Department

#24-096

**FISCAL YEAR 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104721-535100	Maintenance & Repair		\$ 4,900.00
104721-535200	Maintenance & Repair Equipment	\$ 4,900.00	
104721-519900 WG	Contracted Services		\$ 9,300.00
104721-519900	Contracted Services	\$ 9,300.00	

Reason for Budget Revision: To cover shortfall in line item.



### FISCAL YEAR 2023-2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104110-519002	Professional Svc Legal		\$ 4,000.00
104350-555000	Capital Outlays	\$ 4,000.00	

Reason for Budget Revision: To transfer funds to cover renovation of the bathroom connected to the breakroom in the Animal Control, Environmental Health, Building Inspections and Emergency Management office area.

**BE IT RESOLVED**, the request for approval of the Tax Office Board Releases is hereby approved, and the Chairman's signature is authorized thereon. [23-24-167]

**BE IT RESOLVED**, the request for approval of quote from Tru-coat, INC. of \$7,100 to fix Stucco Surface of Brinson Building, is hereby approved. [23-24-168]

**BE IT RESOLVED**, the request to approve to Start New Hires at "Minimum Rate" and pay \$1,000 at Completion of Probation, is hereby approved. [23-24-169]

**BE IT RESOLVED**, the request for approval of Salary Changes, is hereby approved. [23-24-170]

The Board then turned their attention to the Correspondence Agenda.

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

**BE IT RESOLVED**, the request to review and adopt the Commissioners' Code of Ethics, is hereby approved. [23-24-171]

#### Code of Ethics for the Board of Commissioners of Pamlico, North Carolina

#### PREAMBLE

WHEREAS, the Constitution of North Carolina, Article 1, Section 35, reminds us that a "frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty," and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina's state motto, Esse quam videri, "To be rather than to seem," and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards and councils to adopt a code of ethics, and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this county, and with obeying the law.

NOW, THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of Pamlico County, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the Board of Commissioners do hereby adopt the following General Principles of Code of Ethics to guide the Board of Commissioners in its lawful decision-making.

### **GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS**

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Council members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Council members must always remain aware that at various times they play different roles:
  - As advocates, who strive to advance the legitimate needs of their citizens.
  - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions.
  - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.
- Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of the constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

### **CODE OF ETHICS**

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Board of Commissioners and to help to determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1. Board members should obey all laws applicable to their official actions as members of the Board. Board members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To declare that a board member is behaving unethically because of disagreeing with that board member on a question of policy (and not because of the board member's behavior) is unfair, irresponsible, and is, itself, unethical.

Board members should endeavor to keep up to date, through the board's attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the board may receive concerning specific situations that arise.

Section 2. Board members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect toward everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinion to all in a reasonable, forthright, consistent manner.
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others.
- Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other board members and the public with respect and honoring the opinions of others even while the board members disagree with those opinions.
- Not reaching conclusions on issues until all sides have been heard.
- Showing respect for their offices and not behaving in ways that reflect poorly on those offices.
- Recognizing that they are a part of a larger group and acting accordingly.
- Recognizing that individual board members are not generally allowed to act on behalf of the board but may only do so if the board specifically authorizes it, and that the board must take official action as a body.
- Avoiding conflicts of interest.

Section 3.a. Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

Section 3.b. If a board member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it.

Section 4. Board members should faithfully perform the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability

from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own.

Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should also remember that local government records belong to the public and not to board members or their employees.

In order to ensure strict compliance with the laws concerning openness, board members should make clear that an environment of transparency and candor is to be maintained at all times in the government unit. They should prohibit unjustified delay in fulfilling public record requests. They should take deliberate steps to make certain that any closed sessions held by the council are lawfully conducted and that such sessions do not stray from the purpose for which they are called.

Adopted this 15<sup>th</sup> day of October, 2012 by the Pamlico County Board of Commissioners.

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

**BE IT RESOLVED, the request for approval of Appointments of Eugene Elliott as General/Public, Bob Fuller in the Veterinarian slot, and Dr. Sharon Stephenson as Community Leader/Public to the Health Advisory Board, are hereby approved.** [23-24-172]

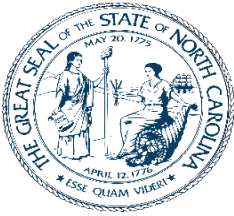
On a motion made by Commissioner Riggs and seconded by Commissioner Bohmert, the motion for approval of Fire Prevention and Protection Ordinance and Buildings and Buildings Regulations, though unanimously approved by the board members present, failed on the first reading because the full Board was not present for the meeting. [23-24-173]

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

**BE IT RESOLVED, the request for approval of Starting Salary range of up to \$42,000 for Accounting Tech II Position, is hereby approved.** [23-24-174]

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

**BE IT RESOLVED, the request to approve the MOU for Creating Outdoor Recreation Economies (CORE) Projects, is hereby approved.**



N.C. Department of Commerce  
Rural Economic Development Division  
NC Main Street & Rural Planning Center  
Rural Planning Program

## **MEMORANDUM OF UNDERSTANDING CREATING OUTDOOR RECREATION ECONOMIES (CORE) PROJECT COUNTY of PAMLICO, NC**

This Memorandum of Understanding (MOU) is entered into by and between the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center, Rural Planning Program ("Program"), and the County of Pamlico, NC, ("County"), and together the "Parties," for the purpose of setting out the terms and understandings between the Parties for the Program to provide Creating Outdoor Recreation Economies services to the County.

**WHEREAS**, as part of the North Carolina Department of Commerce, the state's lead agency for promoting economic development and prosperity, the Program provides services and assistance to add value to local community economic development efforts.

**WHEREAS**, through its American Rescue Plan Travel, Tourism & Outdoor Recreation program, the U.S. Economic Development Administration focused resources to accelerate the recovery of communities that rely on the travel, tourism, and outdoor recreation sectors. This included a non-competitive "State Tourism Grant" to help states quickly invest in marketing, infrastructure, workforce, and other projects to rejuvenate safe leisure, business, and international travel.

**WHEREAS**, as part of North Carolina's successful request for a State Tourism Grant, the Program developed a technical assistance initiative to provide outdoor recreation economy strategic planning and asset development services to rural North Carolina communities. The initiative, Creating Outdoor Recreation Economies ("CORE"), is intended to leverage the abundant outdoor recreation assets available across the state to bolster local economic vitality.

**WHEREAS**, the County applied to receive CORE services and subsequently met with the Program to identify the strategic planning process, asset development and other plan implementation services, and work products that would suit the County's needs ("CORE Project"), including the roles and responsibilities of the Parties, the involvement of other partners, as well as the projected timeframe to complete the CORE Project.

**WHEREAS**, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts, and designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results such as investment, business growth, and jobs. To further that mission, the Program may share successful "best

practices” with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

**The Program and the County agree as follows:**

**8. Scope of Work**

***Primary Services***

The primary services to be provided by the Program for the County’s CORE Project include the following:

- a. Outdoor Recreation Asset Mapping – A review of any current asset mapping initiatives and relevant updates.
- b. Outdoor Recreation Economy Strategic Planning – A series of meetings with a local work group and County staff to develop strategies for growing the County’s outdoor recreation economy. Some components of this process are outlined below but may be adjusted to meet the needs of the County.

**Community Assessment**

The Program will facilitate one or more assessment meeting(s) with a local work group to include, but not be limited to:

- i. Presentation of general information about the outdoor recreation economic sector, as well as relevant outdoor recreation economy and other data.
- ii. Discussion of local outdoor recreation assets and how they relate to the local economy.
- iii. Presentation and discussion of results of interviews, surveys, and other input gathered during the Community Assessment from the local work group, stakeholders, and the community regarding outdoor recreation and the economy.

**Development of an Outdoor Recreation Economy Strategic Plan**

Following the Community Assessment, the Program will work with the local work group and County staff to develop a strategic plan focused on the local outdoor recreation economy. The Community Assessment will inform the identification and development of an outdoor recreation economy-building positioning statement/vision, strategies, goals, objectives, actions/projects, and tasks that will comprise the outdoor recreation strategic plan.

- c. Asset Development and Other Plan Implementation Services – Once the Outdoor Recreation Asset Mapping, if applicable, and the Outdoor Recreation Economy Strategic Planning have been completed, the Program will work with County staff, the local work group, and other project partners, to determine the asset development and plan implementation services that may be the most beneficial for the community’s outdoor recreation economy-building efforts, potential resources for acquiring such services, and the timeframe(s) within which the services should be pursued.

***Pamlico County Roles and Responsibilities***

7. Local Work Group - The County will be responsible for assembling a local work group to participate in the CORE Project. The local work group may include, but is not limited to, elected officials, municipal or county staff, local business owners/operators,

## 8. Signatures

The Program and County agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives, on duplicate originals.

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
RURAL ECONOMIC DEVELOPMENT DIVISION  
NC MAIN STREET & RURAL PLANNING CENTER  
RURAL PLANNING PROGRAM**

\_\_\_\_\_  
Karen C. Smith, AICP  
Rural Planning Program Manager

\_\_\_\_\_  
Date

**COUNTY OF PAMLICO, NC**

\_\_\_\_\_  
[Name of Board of Commissioners Chair], Chair  
County of Pamlico, NC

\_\_\_\_\_  
Date

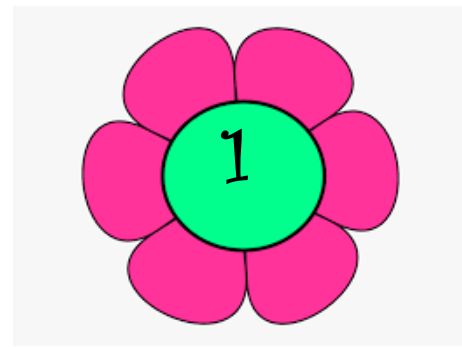
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There being no further business, on a motion made by Commissioner Ollison and seconded by Commissioner Forrest, the Board adjourned until the next regular meeting on Monday, March 18, 2024 at 7:00pm, followed by the Board Budget Retreat on Wednesday, March 20, 2024 at 9:00am at Camp Seafarer. Time Recorded: 7:39pm.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk to the Board

## BUDGET AMENDMENTS







## 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: Senior Services

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100600-400000	Miscellaneous Revenue	\$ 1,000.00	
104930-525100	Auto Supplies	\$ 1,000.00	

Reason for Budget Revision: To recognize revenue -- deductible refund and increase Senior Services auto supplies for van repairs.

Approved By:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
March 18, 2024

\_\_\_\_\_  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

Account Inquiry [COUNTY OF PAMLICO]

Close Search Browse Output Print Display PDF Save Export View Email Schedule Data Monitor View Print Totals User Defined Fields

Account Inquiry [COUNTY OF PAMLICO]

Account

Fund	10	GENERAL	Acct	10-0600-400000-	
Org	100600	MISC	Acct name	MISCELLANEOUS REVENUES	<input type="checkbox"/> Account Notes
Object	400000	MISC.	Type	Revenue	Status Active
Project			Rollup	<input type="checkbox"/>	
			Sub-Rollup	<input type="checkbox"/>	

Multifund Fund

4 Year Comparison History 4 Year Graph History Graph

Yr/Per 2024/09	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021
Original Budget	.00	.00	-500,000.00	.00
Transfers In	-3,637.67	-26,710.36	-4,623.57	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-3,637.67	-26,710.36	-504,623.57	.00
Actual (Memo)	-50,399.72	-21,277.60	-45,872.59	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	46,762.05	-5,432.76	-458,750.98	.00
Percent used	1,385.49	79.66	9.09	.00

Increase  
100600 - 400000

Misc. Revenue

1,000.00

Increase  
100930 - 525100

Auto Supplies

1,000.00

To recognize revenue - deductible refund and increase Sr. Services Auto supplies for van repairs

1 of 1

Display detail information for current account.

Written Up AS Stewart  
Entered \_\_\_\_\_

Sedgwick Claims Management Services, Inc  
P O Box 14436  
Lexington, KY 40512-4436



0001286-0006053 0106 001 612931 SWK



PAMLICO COUNTY  
PO BOX 776  
BAYBORO NC 28515

DATE	CHECK AMOUNT	CHECK NUMBER
01/29/2024	1,000.00	140431282
PAYEE	TAX ID	
PAMLICO COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
PAMLICO COUNTY	07/27/2023	4A23083D1D4-0001
Amt Paid: 1,000.00	Description: Deductible Refund - CL	
Dates: 07/27/2023 - 01/27/2024	Comment: Refunding Deductible- 2019 Ford Transit, Vin 1557	

Senior Services  
100600.400000

RECEIVED  
FEB 05 2024  
PAMLICO COUNTY  
FINANCE OFFICE

SWK:RM:SDM:00:NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc  
On behalf of  
NCACC Liability and Property Pool

ORIGIN Wells Fargo Bank, N.A.  
1841278

VOID AFTER 60 DAYS

DATE: 01/29/2024

140431282

62-22  
311

PAY: \*\*\*\*\*ONE THOUSAND AND 00/100 DOLLARS

\$1,000.00

PAY TO THE ORDER OF PAMLICO COUNTY

Sedgwick

MEMO: \_\_\_\_\_ MP

NC Counties of Liability and P, Principal  
Sedgwick Claims Management Services, Inc., Agent By:

2200216808

140431282 031100225 2079950059703



## COUNTY OF PAMLICO

**B U D G E T                      R E V I S I O N**Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Senior Services \_\_\_\_\_

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104931-518100	FICA Expense	\$ 1,060.00	
104931-518101	Medicare Expense	\$ 249.00	
104931-518600	Workers Comp	\$ 133.00	
104931-512600	Salaries & Wages P/T		\$ 1,442.00

Reason for Budget Revision: To redistribute budget and to cover possible overruns.


Approved By:

\_\_\_\_\_  
Finance Officer\_\_\_\_\_  
County Manager\_\_\_\_\_  
March 18, 2024\_\_\_\_\_  
Agenda Date\_\_\_\_\_  
Clerk to the Board (For Board Approval)

Senior Services

Increase	104931	518100	FICA EXPENSE	1,060.00	
Increase	104931	518101	MEDICARE EXPENSE	249.00	
Increase	104931	518600	WORKERS COMP	133.00	
Decrease	104931	512600	SALARIES & WAGES P/T		1,442.00

To redistribute budget and to cover possible overruns

Written Up   
Entered \_\_\_\_\_



## COUNTY OF PAMLICO

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

Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  

Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Senior Services

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104934-512100	Salaries & Wages	\$ 30,121.00	
104934-512700	Longevity	\$ 415.34	
104934-518100	FICA Expense	\$ 1,832.02	
104934-518101	Medicare Expense	\$ 429.00	
104934-518200	Retirement Expense	\$ 3,944.51	
104934-518300	Group Insurance	\$ 8,390.20	
104934-518600	Workers Comp	\$ 118.16	
104930-512100	Salaries & Wages		\$ 30,121.00
104930-512700	Longevity		\$ 415.34
104930-518100	FICA Expense		\$ 1,832.02
104930-518101	Medicare Expense		\$ 429.00
104930-518200	Retirement Expense		\$ 3,944.51
104930-518300	Group Insurance		\$ 8,390.20
104930-518500	Unemployment Insurance Benefit		\$ 118.16

Reason for Budget Revision: To redistribute budget and to cover possible overruns.

*Approved By:*

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
March 18, 2024

\_\_\_\_\_  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

## Sr. Services

Increase	104934	512100	SALARIES & WAGES	30,121.00
Increase	104934	512700	LONGEVITY	415.34
Increase	104934	518100	FICA EXPENSE	1,832.02
Increase	104934	518101	MEDICARE EXPENSE	429.00
Increase	104934	518200	RETIREMENT EXPENSE	3,944.51
Increase	104934	518300	GROUP INSURANCE	8,390.20
Increase	104934	518600	WORKERS COMP	118.16

Decrease	104930	512100	SALARIES & WAGES	30,121.00
Decrease	104930	512700	LONGEVITY	415.34
Decrease	104930	518100	FICA EXPENSE	1,832.02
Decrease	104930	518101	MEDICARE EXPENSE	429.00
Decrease	104930	518200	RETIREMENT EXPENSE	3,944.51
Decrease	104930	518300	GROUP INSURANCE	8,390.20
Decrease	104930	518500	UNEMPLOYMENT INSURANCE BENEFIT	118.16

To redistribute budget and cover possible overruns



## COUNTY OF PAMLICO

**B U D G E T                      R E V I S I O N**Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Senior Services

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104945-512100	Salaries & Wages	\$ 41,091.47	
104945-512700	Longevity	\$ 1,320.25	
104945-518100	FICA Expense	\$ 2,546.01	
104945-518101	Medicare Expense	\$ 595.50	
104945-518200	Retirement Expense	\$ 5,477.44	
104945-518300	Group Insurance	\$ 8,402.76	
104945-518600	Workers Comp	\$ 326.72	
104930-512100	Salaries & Wages		\$ 41,091.47
104930-512700	Longevity		\$ 1,320.25
104930-518100	FICA Expense		\$ 2,546.01
104930-518101	Medicare Expense		\$ 595.50
104930-518200	Retirement Expense		\$ 5,477.44
104930-518300	Group Insurance		\$ 8,402.76
104930-518500	Unemployment Insurance Benefit		\$ 326.72

Reason for Budget Revision: To redistribute budget and to cover possible overruns.

*Approved By:*

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

March 18, 2024

Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)



Sr. Services

Increase	104945	512100	SALARIES & WAGES	41,091.47
Increase	104945	512700	LONGEVITY	1,320.25
Increase	104945	518100	FICA EXPENSE	2,546.01
Increase	104945	518101	MEDICARE EXPENSE	595.50
Increase	104945	518200	RETIREMENT EXPENSE	5,477.44
Increase	104945	518300	GROUP INSURANCE	8,402.76
Increase	104945	518600	WORKERS COMP	326.72

Decrease	104930	512100	SALARIES & WAGES	41,091.47
Decrease	104930	512700	LONGEVITY	1,320.25
Decrease	104930	518100	FICA EXPENSE	2,546.01
Decrease	104930	518101	MEDICARE EXPENSE	595.50
Decrease	104930	518200	RETIREMENT EXPENSE	5,477.44
Decrease	104930	518300	GROUP INSURANCE	8,402.76
Decrease	104930	518500	UNEMPLOYMENT INSURANCE BENEFIT	326.72

To redistribute budget and cover possible overruns



## COUNTY OF PAMLICO

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

Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  

Type of Revision:   Expenditure   X        Revenue \_\_\_\_\_

Department: Sheriff Department \_\_\_\_\_

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104320-529000	Departmental Supplies	\$ 4,000.00	
104320-535600	M & R Buildings		\$ 4,000.00

Reason for Budget Revision: To move funds to cover requested supplies and other needs in the jail.

*Approved By:*

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
March 18, 2024

\_\_\_\_\_  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

200 Main Street  
PO Box 437  
Bayboro, NC 28515



Office (252) 745-3101  
Fax (252) 745-3636  
sheriff.davis@pamlicocounty.org

**Sheriff Chris Davis**

March 04, 2024

Re: Budget Amendment Request

To Whom It May Concern,

**RECEIVED**

MAR 05 2024

PAMLICO COUNTY  
FINANCE OFFICE

A budget amendment is being requested to add funds, in the amount of **\$4000.00**, to the following Sheriff's Office line item(s):

**FY 2024 (Jail) 104320-529000** Departmental Supplies

The funds requested will be deducted from the following Sheriff's Office line item(s):

**FY 2024 (Jail) 104320-535600** Jail Buildings

**Total Amount of Request: \$4000.00**

This amount is being made to cover requested supplies and other needs in the jail.

Thank you,

Sheriff Chris Davis

Detention Center  
Ph. (252) 745-3554  
Fax (252) 745-3075



Communications Center  
Ph. (252) 745-3101  
Fax (252) 745-3636



## 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                     

Department: Animal Control

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
100600-400000	Miscellaneous Revenue	\$ 120.00	
104380-529000	Departmental Supplies	\$ 120.00	

Reason for Budget Revision: To recognize revenue received from Micro-Chip Clinic in Reelsboro and increase Animal Control departmental supplies.

Approved By:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

March 18, 2024

\_\_\_\_\_  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

Account Inquiry [COUNTY OF PAMLICO]

Account Inquiry [COUNTY OF PAMLICQ]

Account

Fund 10

GENERAL

Acct 10 -4380-529000-

Org 104380

ANIMAL CON

Acct name DEPARTMENTAL SUPPLIES

Object 529000

DEPT SUPP

Type Expense

Project

Rollup

Status Active

Sub-Rollup

Active Fund

Account Notes

4 Year Comparison

Current Year

History

4 Year Graph

History Graph



Yr/Per	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	3,000.00	2,500.00	3,790.00	.00
Transfers In	.00	490.00	.00	.00
Transfers Out	.00	.00	-500.00	.00
Revised Budget	3,000.00	2,990.00	3,290.00	.00
Actual (Memo)	1,267.71	2,471.19	3,186.07	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	1,732.29	518.81	103.93	.00
Percent used	42.26	82.65	96.84	.00

Increase  
Increase  
To recognize

Dept. Supplies	120.00	Animal Control
micro-chip clinic in		
Dept. Supplies		

Written Up W. Stuart  
Entered \_\_\_\_\_

100600-400000

<b>JAMMIE HICKMAN GONZALEZ</b> 09-09 <b>MICHAEL GONZALEZ</b> 2818 ASHLAND AVE. 1070 Chair Rd. NEW BERN, NC 285602632		5076 66-30/531 119 CHECK ARMOR FRAUD PROTECTION
Date <u>02/26/24</u>		
Pay to the Order of <u>Pamlico Co. Animal Control</u>	\$ <u>120.00</u>	
<u>One hundred - twenty &amp; no/100</u>	Dollars	 Photo Safe Deposit® Details on back
 <b>First Citizens Bank</b>		
		<u>Jammie H Gonzalez</u> 05076

Departmental  
Supplies

Micro chip clinic  
in Reelsboro



## COUNTY OF PAMLICO

**B U D G E T                      R E V I S I O N**Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Finance Department

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104130-529000	Departmental Supplies	\$ 1200.00	
104130-555000	Capital Outlays		\$ 1200.00

Reason for Budget Revision: To cover potential overruns this fiscal year.

Approved By:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
March 18, 2024

Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

## Account Inquiry [COUNTY OF PAMLICO]

Account:

Fund 10 GENERAL Acct 10 -4130-555000-  
 Org 104130 FINANCE CAPITAL OUTLAYS  
 Object 555000 Expense Status Active  
 Project Rollup Sub-Rollup

☐ Account Notes

### 4 Year Comparison

Yr/Per 2024/09	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021
Original Budget	2,000.00	1,000.00	1,000.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	2,000.00	1,000.00	1,000.00	.00
Actual (Memo)	.00	455.49	1,908.98	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	2,000.00	543.51	-908.98	.00
Percent used	.00	45.65	190.90	.00

Increase 104130-559000  
 Decrease 104130-555000  
 To cover potential overruns this FY

Dept. Supplies  
 Capital Outlays

1200.00  
 1200.00





## 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: New School Grant

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
130226-435940	NBPSCF Grant	\$ 3,000,000.00	
135911-500000	Expenditure	\$ 3,000,000.00	

Reason for Budget Revision: To increase budget for New School Construction Grant and expenditures.

Approved By:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

March 18, 2024  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

## Account Inquiry [COUNTY OF PAMLICO]

Account Inquiry {COUNTY OF PAMLICO}

Account

Fund	15	6-12 SCH00	Acct	13 -0226-435940-	Account Notes
Orig	130226	PC 6-12	Acct name	NBPSCF GRANT	
Object	435940	NBPSCF GRA	Type	Revenue	Status Active
			Rollup		
Project			Sub-Rollup		

Chen et al.

© 2003 Blackwell Publishing Ltd

4 Year Comparison	History	4 Year Graph	History Graph	
Per 2024/09				
Original Budget				
Transfers In				
Transfers Out				
Revised Budget				
Plus/ (Minus)				
Commodities				
Equations				
Variable				
Item used				

Increase

130226-435940  
135911-500000

NBPSC Grant  
Expenditure

3,000,000.00  
3,000,000.00

TO increase budget for  
Display detail information for current account.

New School Construction Grant &

expenditures

Written Up-

Entered

Advent



## COUNTY OF PAMLICO

**B U D G E T                      R E V I S I O N**Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Jail

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104320-529000 MAJ	Departmental Supplies	\$ 4,000.00	
104320-555000	Capital Outlays		\$ 4,000.00

Reason for Budget Revision: To cover the cost of replacing two computers that are very close to crashing and other needs in the jail.

Approved By:

\_\_\_\_\_  
Finance Officer\_\_\_\_\_  
County Manager\_\_\_\_\_  
March 18, 2024

Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

200 Main Street  
PO Box 437  
Bayboro, NC 28515



Office (252) 745-3101  
Fax (252) 745-3636  
sheriff.davis@pamlicocounty.org

**Sheriff Chris Davis**

March 12, 2024

Re: Budget Amendment Request

To Whom It May Concern,

A budget amendment is being requested to add funds, in the amount of **\$4000.00**, to the following Sheriff's Office line item(s):

**FY 2024 (Jail) 104320-529000 Major** Departmental Supplies

The funds requested will be deducted from the following Sheriff's Office line item(s):

**FY 2024 (Jail) 104320-555000 Capital** Capital Outlays

**Total Amount of Request: \$4000.00**

This amount is being requested to cover the cost of replacing two computers that are very close to crashing and other needs in the jail.

Thank you,

Sheriff Chris Davis

Detention Center  
Ph. (252) 745-3554  
Fax (252) 745-3075



Communications Center  
Ph. (252) 745-3101  
Fax (252) 745-3636



## COUNTY OF PAMLICO

**B U D G E T                      R E V I S I O N**Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  Type of Revision:   Expenditure   X                        Revenue \_\_\_\_\_

Department: Sheriff Department \_\_\_\_\_

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104310-535300	M & R Auto	\$ 6,000.00	
104310-555000	Capital Outlays		\$ 6,000.00

Reason for Budget Revision: To cover current and unknown M&R auto cost(s) that might be incurred between this date and July 1, 2024.

Approved By:

\_\_\_\_\_  
Finance Officer\_\_\_\_\_  
County Manager\_\_\_\_\_  
March 18, 2024\_\_\_\_\_  
Agenda Date\_\_\_\_\_  
Clerk to the Board (For Board Approval)

200 Main Street  
PO Box 437  
Bayboro, NC 28515



Office (252) 745-3101  
Fax (252) 745-3636  
sheriff.davis@pamlicocounty.org

**Sheriff Chris Davis**

March 12th, 2024

**Re: Budget Amendment Request**

To Whom It May Concern,

A budget amendment is being requested to add funds TO the following Sheriff's Office line item(s):

**FY 2023-24 104310-535300 (M&R Auto)**

The funds requested will be deducted FROM the following Sheriff's Office line item(s):

**FY 2023-24 104310-555000 (Capital Outlay)**

**Amount of Request: \$6,000.00**

This amount is being requested to cover current and unknown M&R Auto cost(s) that might be incurred between this date and July 1<sup>st</sup>, 2024.

Thank you,

Sheriff Chris Davis

Detention Center  
Ph. (252) 745-3554  
Fax (252) 745-3075



Communications Center  
Ph. (252) 745-3101  
Fax (252) 745-3636



## COUNTY OF PAMLICO

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

Indicate Type: Budget Amendment \_\_\_\_\_ Line Item Transfer   X  

Type of Revision: Expenditure   X   Revenue \_\_\_\_\_

Department: Public Buildings

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 2023-2024**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
105000-529000 MAJ	Departmental Supplies		\$ 9,000.00
105000-535600	M & R Buildings	\$ 9,000.00	

Reason for Budget Revision: To cover AC compressor repairs.

Approved By:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
County Manager

March 18, 2024

\_\_\_\_\_  
Agenda Date

\_\_\_\_\_  
Clerk to the Board (For Board Approval)

**BUDGET AMENDMENT REQUEST**

**TRANSER \$9,000.00 FROM 105000/529000 DEP SUPP MAJOR  
INTO 105000/535600 MAINT AND REPAIR BUILDINGS**

**FUNDS NEEDED TO COVER AC COMPRESSOR REPAIRS**

**Jeremy C. Forbes**

Pamlico County

Director of Public Services

Parks and Recreation

Recycling

208 North Street

Bayboro, NC 28515-0776

Phone: 252-745-4240

Mobile: 252-670-2084

Email: [jeremy.forbes@pamlicocounty.org](mailto:jeremy.forbes@pamlicocounty.org)



## Amanda Carey

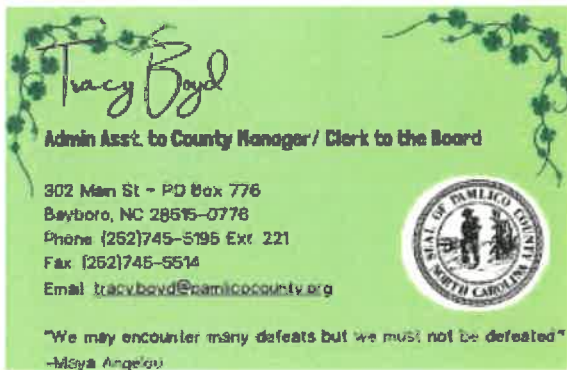
---

**From:** Tracy Boyd  
**Sent:** Thursday, March 14, 2024 9:02 AM  
**To:** Amanda Carey  
**Cc:** Jeremy Forbes  
**Subject:** FW: budget amendment

Amanda,

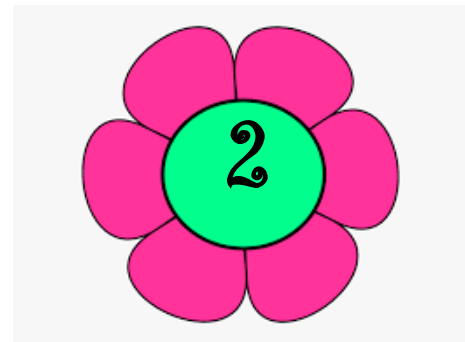
I have forward Jeremy budget amendment. Please see below.

Thanks,



**From:** Jeremy Forbes <jeremy.forbes@pamlicocounty.org>  
**Sent:** Thursday, March 14, 2024 8:59 AM  
**To:** Tracy Boyd <tracy.boyd@pamlicocounty.org>  
**Subject:** budget amendment

## BOARD RELEASES



\$655.32	Release #	5759
3/18/2024	Bd. Date	
<div>THE BOARD OF PAMLICO COUNTY COMMISSIONERS</div> <div>Bayboro, NC</div>		
ORDERED, That	Donald Jason Harris	be and is hereby
relieved from paying taxes on year (s)	2020	2021
	2022	2023
Six Hundred Fifty Five & 32/100's	Dollars	
Sold in 2019		
Taxpayer #	19781	
Tax Year	2020	2021
Receipt #	6712386	6742030
County Tax	\$118.13	114.56
R Fire Tax	\$15.52	15.05
Town Tax		
Interest/LL	\$57.11	42.54
	2022	2023
	6772243	6801822
	111.13	107.81
	14.60	14.16
	28.82	15.89
Chairman Board of County Commissioners		

\$488.98	Release #	5760
3/18/2024	Bd. Date	
<div>THE BOARD OF PAMLICO COUNTY COMMISSIONERS</div> <div>Bayboro, NC</div>		
ORDERED, That	Donald Jason Harris	be and is hereby
relieved from paying taxes on year (s)	2020	2021
	2022	2023
Four Hundred Eighty Eight & 98/100's	Dollars	
Sold in 2019		
Taxpayer #	19781	
Tax Year	2020	2021
Receipt#	6712387	6742031
County Tax	88.13	85.50
R Fire Tax	11.58	11.23
Town Tax		
Interest/LL	42.60	31.75
	2022	2023
	6772244	6801823
	82.94	80.44
	10.89	10.57
	21.50	11.85
Chairman Board of County Commissioners		

Release #	5761
-----------	------

3/18/2024 Bd. Date

**THE BOARD OF PAMLICO COUNTY COMMISSIONERS**  
Bayboro, NC

ORDERED, That	Donald Jason Harris	be and is hereby			
relieved from paying taxes on year (s)	2019/2020	2021	2022	2023	

Two Hundred Ninety Eight & 37/100's Dollars

Taxpayer #	19781
------------	-------

Tax Year		2019/2020	2021	2022	2023
Receipt #		6703587/6712388	6742032	6772245	6801824
County Tax		\$84.55	40.38	39.19	38.00
R	Fire Tax	\$11.10	5.30	5.15	4.99
	Town Tax				
	Interest/LL	\$38.94	15.00	10.17	5.60

**Chairman Board of County Commissioners**

Release #	5762
-----------	------

3/18/2024 Bd. Date

**THE BOARD OF PAMLICO COUNTY COMMISSIONERS**  
Bayboro, NC

ORDERED, That Barry Alexander be and is hereby  
relieved from paying taxes on year (s) 2022

Two Thousand Seven Hundred Thirty & 86/100's Dollars

Sold Boat in June 2021
------------------------

Taxpayer # 0041281

<b>Tax Year</b>	2022			
<b>Receipt#</b>	6765970			
<b>County Tax</b>	1576.25			
<b>S/E Fire Tax</b>	75.66			
<b>24 Town Tax</b>	554.84			
<b>Interest/LL</b>	524.11			

**Chairman Board of County Commissioners**

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

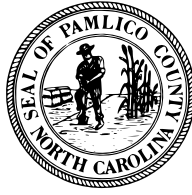
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

DAVID B. BAXTER, JR.

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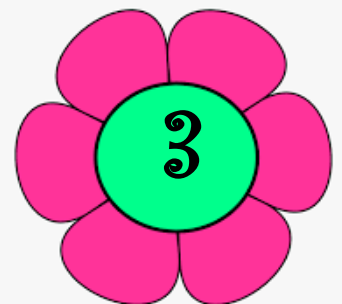
March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Appointments to JCPC

JCPC is requesting that the Board add the following members to the JCPC roster:

Melanie Dixon, Health Director Slot  
Marlo Blake, Chief Court Counselor Slot  
Laura Grove, Substance Abuse Slot.

I am recommending and requesting approval to add the above listed individuals to the JCPC roster.



(Terms beginning July 1, 2023  
running through June 30, 2025)

Substance Abuse Professional  
Member of the Faith Community  
Person under 21 (2) or  
Person under 21 or Fam. Adv.  
Director of LME/MCO  
Member of Business Community  
United Way or other Non-profit

7

<b>Name</b>	<b>Designee</b>
Henry Rice	<input checked="" type="checkbox"/>
n/a	
Wade Sawyer	<input checked="" type="checkbox"/>
Vacant	<input checked="" type="checkbox"/>
Marlo Blake	<input type="checkbox"/>

Debbie Green	<input type="checkbox"/>
Marea Stewart	<input checked="" type="checkbox"/>
Candy Bohmert	
n/a	
Pam Spain, Magistrate	<input checked="" type="checkbox"/>
Melanie Dixon	<input type="checkbox"/>
Jeremy Forbes	

	<b>Title/Agency</b>
Steve Hollowell	Clerk of Court
Jenna Taylor	Court Counselor
Derek Godwin	PCC Instructor
Courtney Norfleet	CPS
Chris Devone	Court Counselor Supervisor
Vacant	
Vacant	

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

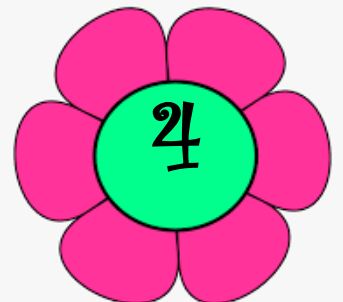
DAVID B. BAXTER, JR.

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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** YMCA Camps Proposed Fireworks Schedule

I am requesting approval of the attached, proposed schedule for YMCA Camps in the County.





## PAMLICO COUNTY EMERGENCY SERVICES

7-March-2024

To: Tim Buck, County Manager

Re: Request for Approval of Fireworks Displays

Tim, this is a request for the approval of the YMCA Camp Seagull and Seafarer Spring Camp Season Fireworks Displays. Under North Carolina General Statute 14-413, this request requires approval from the Board of Commissioners of the County in which the display will be held. The display will be permitted by the Pamlico County Fire Marshal's Office after Board approval. If there are any questions or concerns, feel free to contact.

Location: YMCA Camp Sea Gull and Camp Seafarer

Display Operator: East Coast Pyrotechnics

Dates: April 6 – Camp Seagull Only  
April 13 – Both Camps (Dual Shows)  
April 20 - Dual Shows  
April 27 - Dual Shows  
May 4 - Dual Shows

Submitted,

Chris Murray, Director / Fire Marshal







March 7, 2024

Chris Murray  
Pamlico County Emergency Management  
PO Box 776  
Bayboro, NC 28515

Dear Fire Marshal Murray,

Enclosed please find information for fireworks discharge permit for the following event:

**Events:** YMCA Y-Guides

First display (4/6/24) will be single display at Camp Sea Gull  
Remaining (4) Displays: **Event Location:** Camp Sea Gull and Camp Seafarer – (Dual shows)

**2024 Dates:** April 6, 13, 20. 27 May 4

**Lead Technicians:**

Lee Falk - Contact number: (919) 810-5429 (cell)

Chris Prince - Contact number: (910) 710-3247 (cell)

Herman Tant - Contact number: (919) 264-4553 (cell)

Lee Denning - Contact number: (910) 814-7152 (cell)

Dan Denning - Contact number: (910) 890-0651 (cell)

**Maximum Caliber Shell:** 4-Inch Caliber

**Insurance and ATF License:** See attached

**Site Diagram:** See attached

If you should need additional information, do not hesitate to contact Joel Matthews,  
800-238-5114 or [j.matthews@pyroshows.com](mailto:j.matthews@pyroshows.com) at anytime.

Sincerely,

  
Joel Matthews  
Show Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Acrisure, LLC dba Britton Gallagher & Associates  
One Cleveland Center, Floor 30  
1375 East 9th Street  
Cleveland OH 44114

**CONTACT**

NAME:  
PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101  
E-MAIL: info@brittongallagher.com  
ADDRESS:

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Everest Indemnity Insurance Co.

10851

INSURER B : Everest Denali Insurance Company

16044

INSURER C : Axis Surplus Ins Company

26620

INSURER D : Accident Fund Ins. Co.

INSURER E :

INSURER F :

**INSURED**  
Pyro Shows East Coast Inc.  
PO Box 1776  
LaFollette TN 37766

**COVERAGES**

CERTIFICATE NUMBER: 1547673319

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SI8ML02352-231	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SI8CA00260-231	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> CLAIMS-MADE		P-001-000698866-03	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	DAP99000105100 (NC)	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2		SI8EX01800-231	10/1/2023	10/1/2024	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATES: 4/6, 4/13, 4/20, 4/27, 5/4, 2024  
ADDITIONAL INSURED: 1) Camp Sea Gull 2) Camp Seafarer 3) Pamlico County  
4) YMCA of the Triangle Area, Inc.

**CERTIFICATE HOLDER****CANCELLATION**

YMCA of the Triangle Area, Inc.  
801 Corporate Center Drive, Suite 200  
Raleigh NC 27607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Outdoor Pyrotechnics  
Display

**OPERATORS  
LICENSE**

M  
A  
R



2  
0  
2  
5

Lee Falk  
License # 1093



Outdoor Pyrotechnics  
Display

**OPERATORS  
LICENSE**

**A  
P  
R**



**2  
0  
2  
5**

Herman Tant  
License # 3719

Outdoor Pyrotechnics  
Display

**OPERATORS  
LICENSE**

**M  
A  
R**



**2  
0  
2  
5**

Lee Denning  
License # 1159

Outdoor Pyrotechnics  
Display

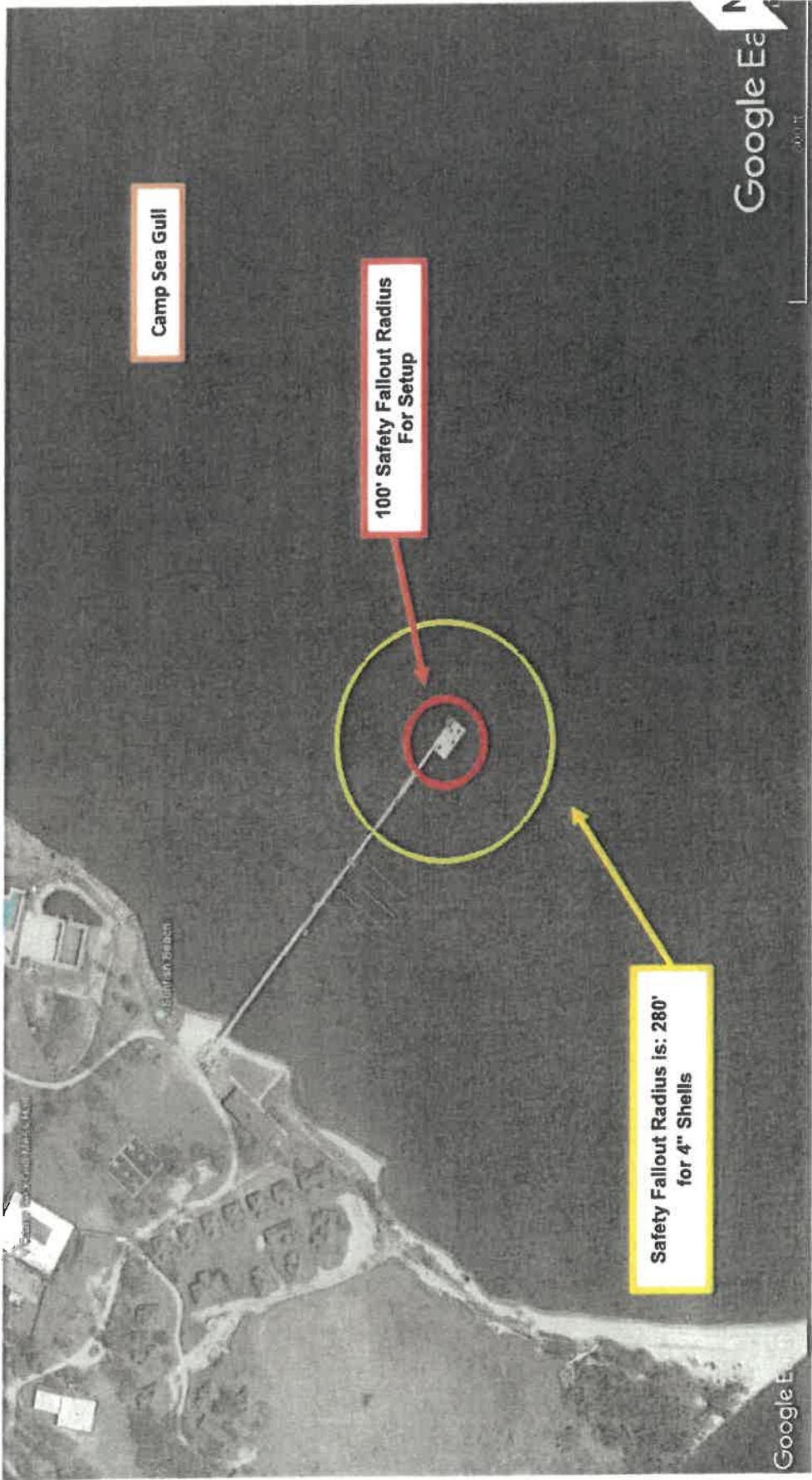
**OPERATORS  
LICENSE**

**M  
A  
R**



**2  
0  
2  
5**

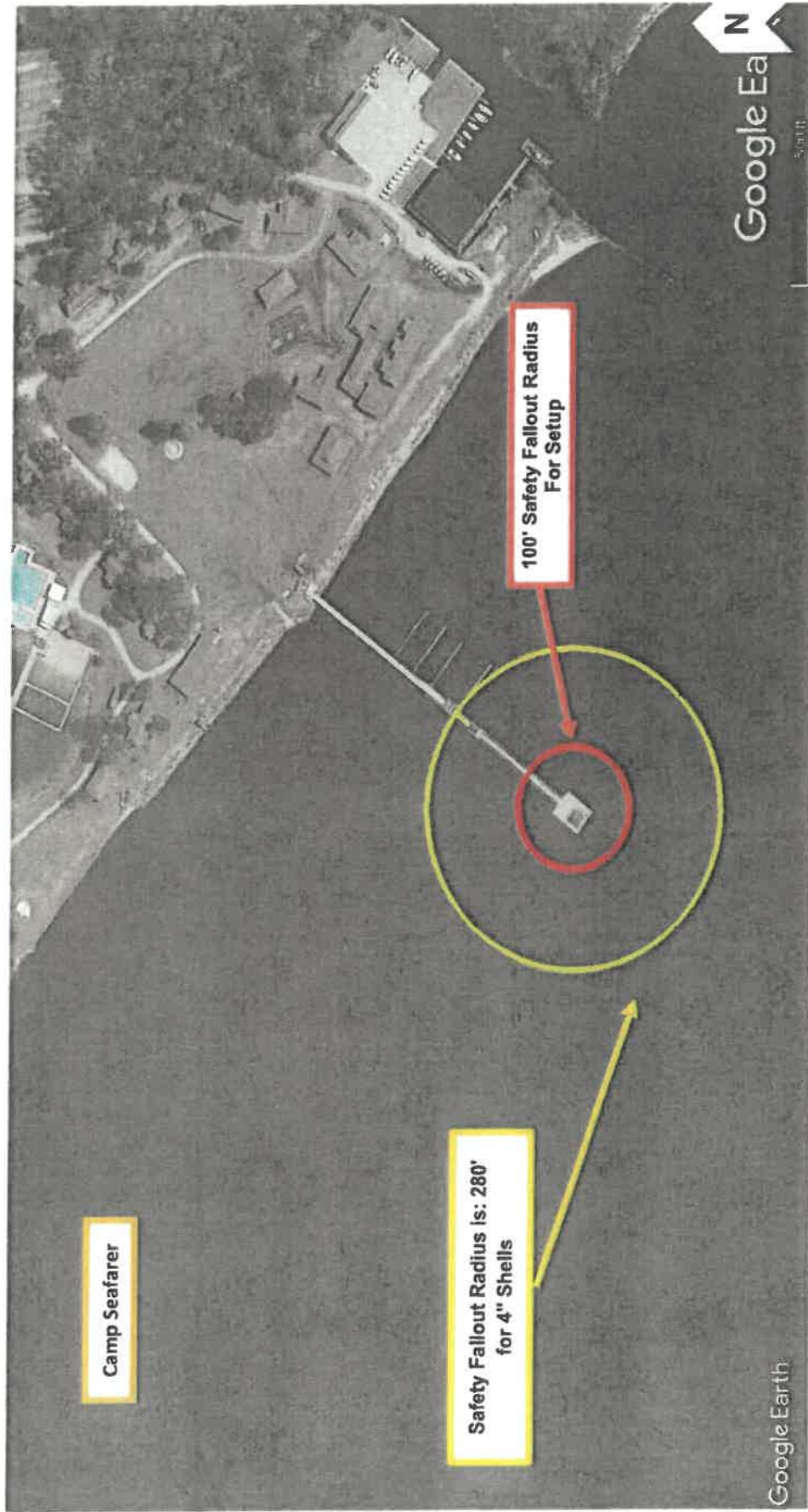
Daniel Denning  
License # 1158



Customer: YMCA of the Triangle Area, Inc.  
Show Date: Saturday, April 13, 2024  
Show Address: 2744 Seafarer Road 218 Sea Gull Landing Arapahoe, NC 28510  
Show Site Lat / Long: 34.993520, -76.855445 / 34.967162, -76.798351  
Show Time: 8:30pm  
Rain Date: null

Show Name: YMCA of the Triangle - Y-Guides  
Maximum Device Size: 4  
Safety Fallout Radius: 280'  
Storage Required: No  
Diagram Created: 01/11/24  
Diagram Created By: JM





Customer: YMCA of the Triangle Area, Inc.

Show Date: Saturday, April 13, 2024

Show Address: 2744 Seafarer Road 218 Sea Gull Landing Araphoe, NC 28510

Show Site Lat / Long: 34.993520, -76.855445 / 34.967162, -76.798351

Show Time: 8:30pm

Rain Date: null

Show Name: YMCA of the Triangle - Y-Guides

Maximum Device Size: 4

Safety Fallout Radius: 280'

Storage Required: No

Diagram Created: 01/11/24

Diagram Created By:

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

EXPLOSIVES LICENSE PERMIT FORM 5400.14

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.43.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit  
Number

1-SC-091-51-4L-00270

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

November 1, 2024

Name

PYRO SHOWS EAST COAST INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

4652 CATAWBA RIVER ROAD  
CATAWBA, SC 29704

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

Mailing Address (Changes? Notify the FELC of any changes.)

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

PYRO SHOWS EAST COAST INC  
PO BOX 1776  
LA FOLLETTE, TN 37766

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

PYRO SHOWS EAST COAST INC-4652 CATAWBA RIVER ROAD 29704-3-SC-091-51-4L-00270-51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO SHOWS EAST COAST INC

Business Name:

License/Permit Number: 1-SC-091-51-4L-00270

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: November 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

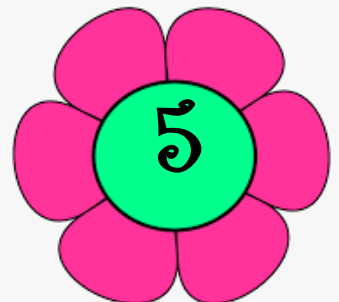
DAVID B. BAXTER, JR.

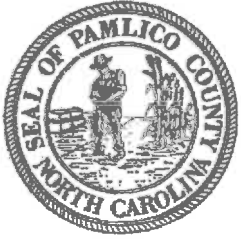
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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Gap Bill for Marsha Hamilton

In the attached memo, Tax Administrator Lauren Murray is requesting approval to release a gap bill of \$22.64 issued to Marsha Hamilton. Supporting documentation is also attached. I am requesting Board direction.





## 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

March 1, 2024

To: Pamlico County Board of Commissioners

From: Lauren Murray, Tax Administrator

Subject: Appeal Request - GAP bill

Dear Pamlico County Board of Commissioners,

On February 26, 2024, the listing department received an appeal request from Marsha Hamilton for the GAP bill she received for \$22.64.

Per the appeal with attached documents, Ms. Hamilton was unable to register the vehicle due to damage and unexpected repair issues that resulted in the vehicle being undrivable.

Per NC General Statute 105-381 (a)(3), the taxpayer may make a demand for the release of the tax claim by submitting to the governing body a written statement of their defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment.

Upon receiving a taxpayer's written statement of defense and request for release, the governing body may release/waive the tax.

It is my recommendation to the board to release the requested tax amount of \$22.64 due to "good cause" presented by the taxpayer for her damage and unexpected repair issues.

Sincerely,

A handwritten signature in blue ink that reads "Lauren Murray". The signature is fluid and cursive, with the first name "Lauren" and last name "Murray" clearly distinguishable.

Lauren Murray, Tax Administrator

February 26, 2024

TO: Lauren

RE: Account #21770  
GAP bill  
7-month lapse

Vehicle should have been renewed June 2023. However, a tree fell on the vehicle in April 2023. The vehicle was taken to the Toyota dealer to be fixed. While at the Toyota dealer (Jacksonville) for the tree repair the mechanic cut the wires that worked the electrical system. Vehicle was then towed to the Toyota dealer in Goldsboro for repair. The repair took many many months to repair. Invoices are attached.

Recommendation: Abate 2024 gap bill for the 2011 Toyt. Vehicle was unable to drive and in the shop.



CL1010-2 . View Tax Bills  
INQUIRY  
Year/Receipt: 2024 6821490 125 Bill #: 6700968  
HAMILTON MARSHA MITCHELL

Transaction Date: 2/26/2024

PO BOX 728

Discovery: 2024 D

GOLDSBORO NC 27530

Receipt Collect Status:  
Payer ID Collect Status:  
Owner Collect Status:  
Tender Instruction:

Taxpayer SS# missing.

District: 101 ARAPAHOE - FIRE

Owner ID:@ 21770

Payer ID:@ 21770

Lender:@

ASV Value: 3,353

Last Bad Check:

Tax Amount: 22.64

Due Date: 1/05/2025

SI Receipt:

Charges:

Assessments:

SI Owner:

Prior Paid:

Paid Date:

Created: 2/12/2024

Balance: 22.64

Refund Due:

Refund Paid:

Parcel/Personal Type:

Asset: 2011 TOYT 4S

ENTER F2=Email Dup  
F12=Previous

F5=Charges  
F14=Distribution

F7=Duplicate  
F20=ID Comments

F9=Addresses@  
F21=Coll Sts Hst

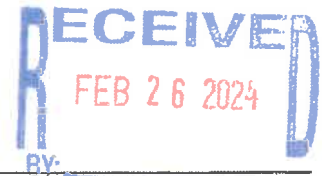
F11=Asset Info  
F22=AR Comment

F13=Trans Hist  
F24=More Options



## Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515



BY: \_\_\_\_\_  
Collections: 252-745-4125  
Listing: 252-745-3105  
Land Records: 252-745-3791

### NOTICE OF APPEAL OF ASSESSMENT -REGISTERED VEHICLES

Please complete the following to request an appeal of the registered vehicle assessed value. An appeal of the assessed value may result in the assessed value being unchanged, reduced, or increased.

Owners Name: Marsha Mitchell Hamilton

Mailing Address: 154 Salter Dr

City Arcadio State NC Zip Code 28510

Daytime Phone Number: 9197367957 Other: 9199202800

License Plate Number: THV 3971

Motor Vehicle Description: 2011 Prius

Reason for Appeal: Totaled from a tree falling on it & it ended up in The Repair Shop for MANY MONTHS. The car couldn't be driven. The assessor came after a few weeks & the car was towed to the shop.

Assessed Value under Appeal: GAP BILL

Appellant's Opinion of Value: \_\_\_\_\_

Per General Statute 105-330.2(b1), an owner who appeals the appraised value of taxability of a classified motor vehicle must pay the tax on the vehicle when due, subject to a full or partial refund if the appeal is decided in the owner's favor.

Taxpayer's affirmation: Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief all information submitted on this form and any accompanying statements, is true and complete.

Signature: [Signature] Date: 2-26-24

File this completed form in person or by mail to:  
Pamlico County Board of E&R  
PO Box 538  
Bayboro, NC 28515

Or the form can be filed by:  
Email: [tax.office@pamlicocounty.org](mailto:tax.office@pamlicocounty.org)

Pamlico Tax Office 2011 Prius GAP Fee

an Allstate company

NC - Ingeon Preferred - Personal Auto

Hello, Debra, Rosewood Insurance Group LLC 0053092. [Login/Management](#) [Log Out](#)

**HOME** **SALES** **SERVICE** **AGENCY ADMIN** **PRODUCTS** **HELP**

[Policy Summary](#) [Named Insured](#) [Drivers](#) [Driver History](#) [Vehicles](#) [Vehicle History](#) [Underwriting](#) [Coverages](#) [Rating](#)

Order Date: 04/25/2023 Loss Date: 04/22/2023

Claim Number: 230336574

Name:	Marsha Hamilton	Account:	177427296	Term:	12/17/2023
Address:	154 Saller Lane Asheboro, NC 28810	Affinity:	177427296	Agency Plan Code:	5/17/2021
Phone:	(919) 988-7511	Agent:	0103087-0066	Customer Since:	12/17/2021
Email:	Mitchell.hamilton@gmail.com	Agent Phone:	(919) 736-9773	Status:	Active
Paperless:	No	Renewal Of Policy:	0010910629-03	Rating Detail:	Good
				Rating Tier:	10
				Cession:	Voluntary
				Status:	
				NCH:	1

**Claims History**

ORDER DATE	LOSS DATE	CLAIM NUMBER	ADJUSTER	PHONE NUMBER	ADJUSTER EMAIL	COVERAGES	STATUS	AMOUNT PAID	DATE CHECK ISSUED	DAMAGE EXTENT
04/25/2023	04/22/2023	230336574	SHAREESE BLAKEMORE	(336) 331-4658	shareese.blakemore@tiger.com	Comprehensive	Closed	6485.61	04/28/2023	Total
									07/26/2023	Loss
									04/28/2023	
									04/28/2023	

[Previous](#)

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Node: PWV06

Search

Tree fell on a couple days before



# Prestigious Paint And Body INC

Prestigious Paint And Body INC

198 Drummer Kellum Rd.  
Jacksonville, NC 28546  
Business Phone: (910) 333-0530  
goprestigious@gmail.com

## Estimate

Est # 1554  
ID # 13538696

**Vehicle Info:** 2011 Toyota -Prius V / JTDKN3DU8B0286868 / Body Type: 4 Door Sedan / Engine: 1.8L 4 Cyl Gas Injected / Transmission: Auto Trans /  
Drive Type: FWD  
**Owner:** RAY HAMILTON  
**Insurance Company:** Inspection Date: 08/03/2023 /

	Oper	Description	Part Number	Price	Labor
<b>FRONT FENDER</b>					
1	Repair	L FENDER PANEL			3 hrs. Body 2 hrs. Paint panel 1.4 hrs. Refinish
		1.4 hrs. 3 Stg. Allow.			
<b>WINDSHIELD</b>					
2	Replace	W/SHIELD GLASS		\$395.00	
<b>ROCKER/PILLARS/FLOOR</b>					
3	Repair	R WINDSHIELD POST			8 hrs. Body 1.4 hrs. Paint panel 1.0 hrs. Refinish
		1 hrs. 3 Stg. Allow.			
<b>FRONT DOOR</b>					
4	Replace	L FRT DOOR REAR MOULDING	75756-47020	\$42.90	0.2 hrs. Body
5	Replace	R FRT DOOR MOVEABLE GLASS	LKQ	\$125.00	0.8 hrs. Glass
<b>REAR DOOR</b>					
6	Replace	R REAR DOOR FRONT SASH MOULDING (ADHESIVE)	75761-47020	\$54.36	0.2 hrs. Body

## Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	11.4	\$40.00	\$456.00	
Body Supplies	11.4	\$2.00	\$22.80	
Glass Labor	0.8	\$48.00	\$38.40	
Paint Labor	5.8	\$40.00	\$232.00	
Paint Supplies	5.8	\$30.00	\$174.00	
LKQ Parts			\$125.00	
OEM Parts			\$492.26	
Taxable Amount			\$0.00	
Tax	0%		\$0.00	
Nontaxable Amount			\$1,540.46	
Grand Total			\$1,540.46	



TOYOTA of GOLDSBORO



TOCS111785

PAID



0101ITOCs111785

CUSTOMER NO. <b>134749</b>		ADVISOR <b>TONI SESTA</b>	3134	TAG NO. <b>3633</b>	INVOICE DATE <b>01/04/24</b>	INVOICE NO. <b>TOCS111785</b>	
RAY HAMILTON 154 SALTER DR ARAPAHOE, NC 28510		LABOR RATE	LICENSE NO.	MILEAGE <b>241,165</b>	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL <b>11/TOYOTA/PRIUS/5DR HB I</b>				DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. <b>J T D K N 3 D U 8 B 0 2 8 6 8 6 8</b>				SELLING DEALER NO.	PRODUCTION DATE
		R.T.E. NO.		P.O. NO.		R-B DATE <b>11/08/23</b>	
RESIDENCE PHONE <b>919-920-2800</b>	BUSINESS PHONE	COMMENTS				MO: 241165	

## JOB# 1 CHARGES-----

LABOR-----	DRIVEABILITY	TECH(S):2595	2160.00
J# 1 10TOZ	HYBRID BATTERY		
	* REPLACED CUSTOMER SUPPLIED DASH WIRING HARNESS THAT WAS DAMAGED AND REPAIRED INCORRECTLY SOMEWHERE ELSE. ALSO HAD TO REPLACE THE ENGINE ECU THAT WAS DAMAGED WHEN THE WIRING HARNESS WAS IMPROPERLY REPAIRED AT ANOTHER REPAIR FACILITY		
PARTS-----	QTY	FP-NUMBER	DESCRIPTION-----LIST PRICE-UNIT PRICE-
	1	82162-47381	WIRE, FLOOR, NO.2 673.56 579.72
	1	89660-47435	COMPUTER ASSY, EN 899.41 672.03
			TOTAL - PARTS 1251.75

## JOB# 1 TOTALS-----

	LABOR	2160.00
	PARTS	1251.75
JOB# 1 JOURNAL PREFIX TOCS	JOB# 1 TOTAL	3411.75

MISC-----	CODE-----	DESCRIPTION-----	CONTROL NO-----
JOB # A	ESF	ELECTRONIC STORAGE FEE	1.00
JOB # A	SS	SHOP SUPPLIES	40.00
		TOTAL - MISC	41.00

## TOTALS-----

*****	TOTAL LABOR....	2160.00
*	TOTAL PARTS....	1251.75
*	TOTAL SUBLET....	0.00
*	TOTAL G.O.G....	0.00
*	TOTAL MISC CHG.	41.00
*	TOTAL MISC DISC	0.00
*	TOTAL TAX.....	232.99
*****	TOTAL INVOICE \$	3685.74

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

Shop fees and/or other discretionary fees relating to environmental or regulatory compliance, record retention, or other costs incurred by the dealer that are regulated by N.C. Gen. Stat. §20-101.3 may or will be charged by the dealer. Some or all of these fees may be attributable to or include the dealer's internal overhead or profit.

Customers should inquire of dealership Personnel if they would like to know the type and amount or basis of the fees charged by the dealer.

For the privacy of our staff and other customers, you hereby consent to deactivation of any audio or video recording devices in or on your vehicle.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

Customer Signature

TOYOTA OF GOLDSBORO  
301 N OAK FOREST RD  
GOLDSBORO, NC 27534

01/04/2024

12:59:58

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX5982
Network:	MAESTRO
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	0486
ARQC:	AA0960B3529CA7C5
SEQ #:	11
Batch #:	1439
INVOICE	11
Approval Code:	002065
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified

SALE AMOUNT \$3685.74

CUSTOMER COPY

RECEIPT



0101A4104

NUMBER

4104

108863

CASH RECEIVED FROM

CARS

6401 HWY 70 E  
LAGRANGE, NORTH CAROLINA 28551

RECEIVED BY SHELBY PARKER

DATE 02/15/24

TIME 12:51

REFERENCE NO. 021524BANKCR

ACCT.	AMOUNT	CONTROL NUMBER	PAYMENT TYPE	AMOUNT
2107	240.00	115531	CREDIT CARD	240.00

The Reynolds and Reynolds Company ERMINTCHDR C0641188 Q (02/23)

SIGNATURE

PAGE 1



**Toyota of Goldsboro**

301 N. Oak Forest Road • Goldsboro, NC 27534  
(919) 778-3232 • 800-951-3232  
Fax: (919) 778-1943



TOYOTA OF GOLDSBORO  
301 N OAK FOREST RD  
GOLDSBORO, NC 27534

02/15/2024

12:49:59

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX5982
Network:	MAESTRO
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	04FD
ARQC:	B675D0BB4AAD6139
SEQ #:	15
Batch #:	1475
INVOICE	15
Approval Code:	002569
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified

SALE AMOUNT

\$240.00

CUSTOMER COPY

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

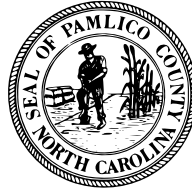
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

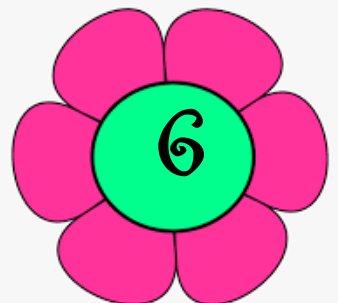
DAVID B. BAXTER, JR.

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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Contract with Maximus to Provide Annual Cost Allocation Plan

Please see the attached memo from Finance Officer Bill Fentress requesting to approve a contract with Maximus. I am recommending and requesting approval. Funds for the cost of the service are placed in the budget each fiscal year.



**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT - TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON – AT LARGE

EDWARD RIGGS JR. – TOWNSHIP #3

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL -TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
TIMOTHY A. BUCK

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

To: Tim Buck

From: Bill Fentress

RE: Maximus Contract

Date: March 4, 2024

Tim, I have attached the new Maximus contract that covers years 2023 through 2025. They will begin work on Fiscal Year 2023 this spring. As you know, Maximus provides the annual Cost Allocation Plan that must be submitted to State .

We have worked with Maximus since before I started with the County. They have always performed timely and accurate work. I recommend that we continue to contract with them.

Thanks

Bill



February 15, 2024

Bill Fentress  
Finance Officer  
302 Mains Street  
Bayboro, NC 28515

Dear Bill Fentress:

Maximus US Services, Inc. is pleased to submit the attached contract. You may return the contract by e-mail or USPS. Instructions for both are provided below.

**E-mail Return**

Scan the signed contract to [ConsultingContracts@maximus.com](mailto:ConsultingContracts@maximus.com). We will return a fully executed scan to the e-mail address from which it was received or an alternate if provided.

**USPS**

If you require an original hard copy of the fully executed contract sign and return via regular mail to:

Maximus US Services, Inc.  
Shared Services Center  
CONTRACTS  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236

Maximus will return the document to the address noted in the contract unless otherwise instructed. Please provide a contact name to receive the package.

We look forward to continuing our work with Pamlico County, North Carolina.

Sincerely,

A handwritten signature in blue ink that reads "Troy Tangen".

Troy Tangen  
Associate Managing Director  
Maximus US Services, Inc.

TT/tmd

Attachment - Contract



## **SERVICE AGREEMENT**

This Service Agreement, (this "Agreement"), is entered into this February 20, 2024 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Pamlico County, North Carolina, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

### **1. Scope of Services**

Contractor will perform in a professional manner the Services detailed in Exhibit A.

### **2. Term**

This Agreement commences on the Effective Date and remains in effect until April 15, 2027 unless earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for two additional one-year period, pursuant to an amendment duly signed by both parties.

### **3. Compensation.**

Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

### **4. Termination.**

- a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any of the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.
- b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.
- c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

### **5. Invoicing and Payment.**

Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

### **6. Data Accuracy.**

Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

**7. Records and Inspections.**

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

**8. Warranties.**

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

**9. Client Representations & Warranties.**

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

**10. Ownership of Intellectual Property.**

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

**11. Compatible Platforms/Hardware.**

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

**12. Copyright for Contractor's Proprietary Software.**

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to

provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

**13. Contractor Liability if Audited.**

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

**14. Indemnification.**

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

**15. Limitation of Liability.**

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$10,500.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

**16. Notices.**

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:

Jason Jennings

Director

808 Moorefield Park Drive, Suite 205,  
Richmond, VA 23236

For Pamlico County, North Carolina:

Bill Fentress

Finance Officer

302 Mains Street, Bayboro, NC 28515

Phone: 804.323.3535

Phone: 252.745.5195

Fax: 703.251.8240

Fax:

Email: jasonjennings@maximus.com

Email: bill.fentress@pamlicocounty.org

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

**17. Changes.**

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

**18. Miscellaneous.**

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.
- b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase

order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

- g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.

Pamlico County, North Carolina

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**EXHIBIT A**  
**Scope of Services & Compensation**  
**NC CO Pamlico CAP 23-25**

**SCOPE OF SERVICES:**

---

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

**Description of Services:**

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary.
- c) Negotiation of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

**COMPENSATION:**

---

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of Ten Thousand Five Hundred Dollars (\$10,500).

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2023	\$3,500
Fiscal Year 2024	\$3,500
Fiscal Year 2025	\$3,500

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

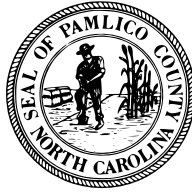
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

DAVID B. BAXTER, JR.

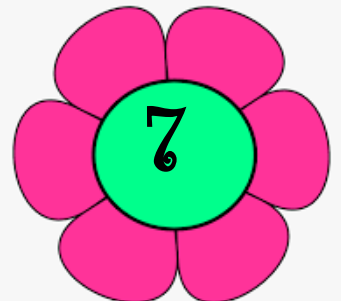
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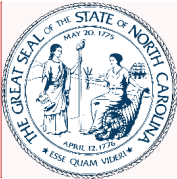
March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Approval of CORE MOU

At the prior meeting, the attached MOU with the NC Department of Commerce was added to the agenda and approved by the Board members present. It was requested that the item be reconsidered on the March 18<sup>th</sup> agenda.

I am recommending and requesting approval with an effective date of March 4, 2024.





N.C. Department of Commerce  
Rural Economic Development Division  
NC Main Street & Rural Planning Center  
Rural Planning Program

### MEMORANDUM OF UNDERSTANDING CREATING OUTDOOR RECREATION ECONOMIES (CORE) PROJECT COUNTY of PAMLICO, NC

This Memorandum of Understanding (MOU) is entered into by and between the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center, Rural Planning Program ("Program"), and the County of Pamlico, NC, ("County"), and together the "Parties," for the purpose of setting out the terms and understandings between the Parties for the Program to provide Creating Outdoor Recreation Economies services to the County.

**WHEREAS**, as part of the North Carolina Department of Commerce, the state's lead agency for promoting economic development and prosperity, the Program provides services and assistance to add value to local community economic development efforts.

**WHEREAS**, through its American Rescue Plan Travel, Tourism & Outdoor Recreation program, the U.S. Economic Development Administration focused resources to accelerate the recovery of communities that rely on the travel, tourism, and outdoor recreation sectors. This included a non-competitive "State Tourism Grant" to help states quickly invest in marketing, infrastructure, workforce, and other projects to rejuvenate safe leisure, business, and international travel.

**WHEREAS**, as part of North Carolina's successful request for a State Tourism Grant, the Program developed a technical assistance initiative to provide outdoor recreation economy strategic planning and asset development services to rural North Carolina communities. The initiative, Creating Outdoor Recreation Economies ("CORE"), is intended to leverage the abundant outdoor recreation assets available across the state to bolster local economic vitality.

**WHEREAS**, the County applied to receive CORE services and subsequently met with the Program to identify the strategic planning process, asset development and other plan implementation services, and work products that would suit the County's needs ("CORE Project"), including the roles and responsibilities of the Parties, the involvement of other partners, as well as the projected timeframe to complete the CORE Project.

**WHEREAS**, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts, and designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results such as investment, business growth, and jobs. To further that mission, the Program may share successful "best

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**Commented [KS2]:** Was missing from template.



practices" with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

**The Program and the County agree as follows:**

**1. Scope of Work**

***Primary Services***

The primary services to be provided by the Program for the County's CORE Project include the following:

- A. Outdoor Recreation Asset Mapping – A review of any current asset mapping initiatives and relevant updates.
- B. Outdoor Recreation Economy Strategic Planning – A series of meetings with a local work group and County staff to develop strategies for growing the County's outdoor recreation economy. Some components of this process are outlined below but may be adjusted to meet the needs of the County.

***Community Assessment***

The Program will facilitate one or more assessment meeting(s) with a local work group to include, but not be limited to:

- 1) Presentation of general information about the outdoor recreation economic sector, as well as relevant outdoor recreation economy and other data.
- 2) Discussion of local outdoor recreation assets and how they relate to the local economy.
- 3) Presentation and discussion of results of interviews, surveys, and other input gathered during the Community Assessment from the local work group, stakeholders, and the community regarding outdoor recreation and the economy.

***Development of an Outdoor Recreation Economy Strategic Plan***

Following the Community Assessment, the Program will work with the local work group and County staff to develop a strategic plan focused on the local outdoor recreation economy. The Community Assessment will inform the identification and development of an outdoor recreation economy-building positioning statement/vision, strategies, goals, objectives, actions/projects, and tasks that will comprise the outdoor recreation strategic plan.

- C. Asset Development and Other Plan Implementation Services – Once the Outdoor Recreation Asset Mapping, if applicable, and the Outdoor Recreation Economy Strategic Planning have been completed, the Program will work with County staff, the local work group, and other project partners, to determine the asset development and plan implementation services that may be the most beneficial for the community's outdoor recreation economy-building efforts, potential resources for acquiring such services, and the timeframe(s) within which the services should be pursued.

***Pamlico County Roles and Responsibilities***

- A. Local Work Group - The County will be responsible for assembling a local work group to participate in the CORE Project. The local work group may include, but is not limited to, elected officials, municipal or county staff, local business owners/operators,

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representatives of civic organizations with an interest in the community, and/or active residents.

- B. Meetings – The County will be responsible for providing or otherwise securing meeting space for the local work group and other activities related to the CORE Project. If local work group meetings and/or other CORE Project activities must be conducted virtually, using an internet-based video conferencing platform, for example, the County will be responsible for ensuring participants are able to access and attend such meetings.
- C. Meeting Materials and Other Information - The County will share meeting agenda, relevant maps and other images, documents, and plans electronically with the Program and all CORE Project participants.

#### **Project Staff**

Samantha Darlington, Community Economic Development Planner for the Southeast Region, is the Program staff member assigned to lead the CORE Project. Other Program staff will assist with the project, as needed.

Beth Bucksot, Pamlico County Director of Planning & Economic Development, will be the County's primary contact for the CORE Project.

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#### **Proposed Project Timeline**

The CORE Project is planned to begin in February 2024 and to be completed by July 2024.

1. Asset Mapping
2. Community Assessment
3. Strategic Planning
4. Asset Development and Other Implementation Projects

#### **No Cost for Services**

The Program will provide its CORE Project services (including Program staff time, materials, and travel costs), and final project work products at no cost to the County, thanks to the State Tourism Grant from the U.S. Economic Development Administration.

#### **Next Steps**

The CORE Project will be scheduled to begin upon receipt by the Program of this signed MOU and a signed resolution to request Program services for the CORE Project (sample resolution attached) adopted by the Pamlico County Board of Commissioners.

## **2. Effective Term and Termination of MOU**

This MOU will be effective on the date the last of the Parties executes it through December 31, 2025. This MOU is subject to modification at any time upon written amendment signed by the Parties. In the event of staff turnover, budget reductions, or other unforeseeable events, however, the Program may be compelled to place a project in an indefinite "hold" status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated by the Program. Projects may also be reprioritized consistent with department or division policies.

## **3. Funding**

The Program will provide its CORE Project services, including Program staff time, labor, materials, and travel costs, as well as project work products produced by the Program, at no cost to the County, thanks to the State Tourism Grant from the U.S. Economic Development Administration.

#### **4. Auditing**

The records as they relate to this MOU shall be accessible to the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. §147-64.7 and to any other State or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.

#### **5. Information Sharing/Confidentiality**

To facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

#### **6. Notices**

All notices given in connection with this MOU shall be in writing and, if routine, may be sent by email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addresses set forth below.

##### **PROGRAM:**

Karen Smith, AICP, Rural Planning Program Manager  
NC Main Street & Rural Planning Center  
48 Grove Street  
Asheville, NC 28801  
[ksmith@commerce.nc.gov](mailto:ksmith@commerce.nc.gov)

##### **Pamlico County:**

Beth Bucksot, Director of Pamlico County Planning & Economic Development  
Pamlico County  
PO Box 776  
Bayboro, NC 28515  
[beth.bucksot@pamlicocounty.org](mailto:beth.bucksot@pamlicocounty.org)

#### **7. Governing Law**

This MOU is governed and construed in accordance with the laws of the State of North Carolina.

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## 8. Signatures

The Program and County agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives, on duplicate originals.

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
RURAL ECONOMIC DEVELOPMENT DIVISION  
NC MAIN STREET & RURAL PLANNING CENTER  
RURAL PLANNING PROGRAM**

\_\_\_\_\_  
Karen C. Smith, AICP  
Rural Planning Program Manager

\_\_\_\_\_  
Date

**COUNTY OF PAMLICO, NC**

\_\_\_\_\_  
[Name of Board of Commissioners Chair], Chair  
County of Pamlico, NC

\_\_\_\_\_  
Date

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**Please sign, date, and return one original, by email or U.S. mail, to:**

Karen Smith, Rural Planning Program Manager  
NC Main Street & Rural Planning Center  
48 Grove Street  
Asheville, NC 28801  
[ksmith@commerce.nc.gov](mailto:ksmith@commerce.nc.gov)

**Please also send a signed copy, by email or U.S. mail, to:**

Samantha Darlington, Community Economic Development Planner Southeast Region  
8108 Hawkins Circle, Unit 206  
Leland, NC 28451  
[samantha.darlington@commerce.nc.gov](mailto:samantha.darlington@commerce.nc.gov)

**Resolution Requesting  
Creating Outdoor Recreation Economies (CORE) Services  
from the NC Main Street & Rural Planning Center, Rural Planning Program**

**WHEREAS**, the County of Pamlico NC, ("County"), Board of Commissioners believes the County would benefit from assistance with outdoor recreation economy strategic planning and asset development; and

**WHEREAS**, the NC Main Street & Rural Planning Center's Rural Planning Program ("Program") has developed the Creating Outdoor Recreation Economies ("CORE") initiative to provide outdoor recreation economy strategic planning and asset development services to rural communities in North Carolina; and

**WHEREAS**, the County Board of Commissioners would like the Program to provide CORE services to the County; and

**WHEREAS**, the County and Program have reached agreement on the scope of work for the County CORE project, as outlined in the attached Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of Commissioners hereby requests that the Program assist the County with its CORE project and expresses its commitment to the CORE planning process and plan implementation.

**Duly adopted by the Pamlico County, NC, Board of Commissioners, this \_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Chair, County of Pamlico, NC**

**ATTEST:**

\_\_\_\_\_  
**County Clerk, County of Pamlico, NC**

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

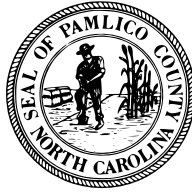
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

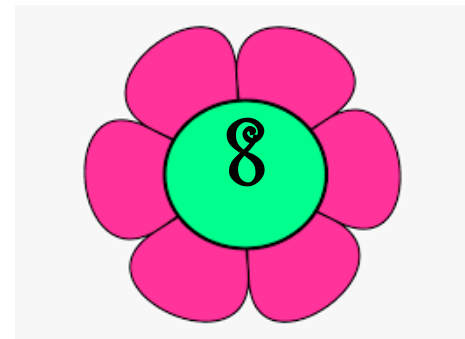
DAVID B. BAXTER, JR.

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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Solicit RFQ for Architectural Services

The County recently completed a Building/Space Study of County facilities. To implement recommendations under the plan, we need to select an architect to draft plans and to assist with soliciting for funds. General Statutes require a qualification-based process to select architects for projects estimated with architectural fees of \$50,000 or more. I am requesting permission to issue a Request for Qualifications for architectural services related to implementing recommendations that were identified in the Building/Space Study and approved by the Board.



**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

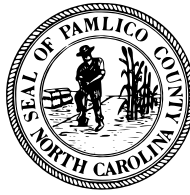
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

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**COUNTY OF PAMLICO**

POST OFFICE BOX 776  
BAYBORO, NORTH CAROLINA 28515  
(252) 745-3133 / 745-5195  
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**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

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**COUNTY ATTORNEY**

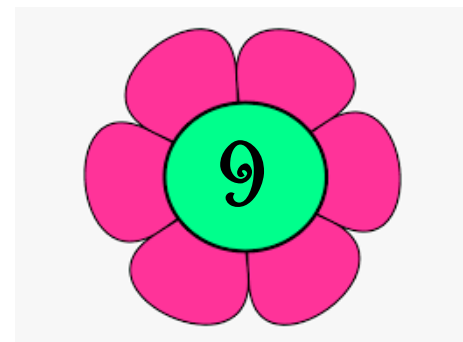
DAVID B. BAXTER, JR.

March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Fire Prevention and Protection Ordinance and  
Buildings and Building Regulations

A public hearing was held on March 4, 2024 to accept public comments on the above referenced ordinances. No one from the public offered any comments. The four Board members in attendance voted to approve the ordinances but the measure failed on the 1<sup>st</sup> reading because the full Board was not present at the meeting.

The ordinances can be approved by simple majority at the second reading. I am requesting that the Board consider approval of the ordinances.





**PAMLICO COUNTY  
FIRE PREVENTION ORDINANCE**

**ARTICLE I  
TITLE AND INTENT**

**Section 1- Title**

These regulations shall be known as the **Fire Prevention and Protection Ordinance** of Pamlico County, North Carolina, and be cited as such and referenced herein as "the code".

**Section 1.2 - Intent**

It is the intent of this chapter to prescribe regulations consistent with nationally recognized good practice for the safeguarding of life and property within the unincorporated limits of Pamlico County from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises. This ordinance shall apply to all areas of unincorporated Pamlico County which are not included in the extraterritorial jurisdictions of any municipalities. All municipalities and their respective corporate limits shall be exempt from this ordinance unless they choose to adopt this ordinance or some form thereof. This chapter shall not be construed to hold the County responsible for any damage to persons or property by reason of the inspection or reinspection authorized herein or failure to inspect or reinspect or the permits issued or denied as herein provided or by reason of the approval or disapproval of any equipment authorized herein. Nothing in this chapter shall be construed to conflict with the provisions of the North Carolina General Statutes pertaining to fire prevention; in the event of an ambiguity between this chapter and a provision of the statutes, the latter shall prevail.

**ARTICLE II  
APPLICABILITY AND ENFORCEMENT**

**Section 2.1 - Enforcement**

This chapter shall be enforced by the county fire marshal and his authorized representatives or as otherwise provided herein. Pursuant to North Carolina General Statute (NCGS) §160D-1117, the county Fire Marshal, or his authorized representative, shall make periodic inspections for unsafe, unsanitary, or otherwise hazardous and unlawful conditions in buildings within his territorial jurisdiction. In addition, he shall make any necessary inspections when he has reason to believe that

such conditions may exist in a particular building. In exercising these powers, the Fire Marshal or his authorized representative has a right, upon presentation of proper credentials, to enter on any premises within his territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

## **Section 2.2 - Adoption of Technical Codes**

To prescribe regulations governing conditions hazardous to life and property from fire explosion, or exposure to hazardous materials, the North Carolina "Fire Prevention Code and appendices" (Current Edition) of said code, along with the "North Carolina Amendments" of said code is hereby adopted by reference and is set forth herein as the Fire Code for the County. Any Amendments to the code, which are adopted, amended, and published by the North Carolina Building Code Council, shall be effective in the County at the time such amendments are declared in effect by the North Carolina State Building Code Council.

## **Section 2.3 - Applicability**

The provisions of this ordinance shall apply to all buildings and occupancies in the county's jurisdiction. The provisions of this code shall apply equally to existing as well as new buildings.

## **Section 2.4 - Code Supplemented**

Where the North Carolina Fire Prevention Code or its references are inapplicable to a specific occupancy or process, the appropriate NFPA (National Fire Protection Association) or other nationally recognized standard shall be used.

## **Section 2.5 – Copy on File**

A copy of this Ordinance, and all technical codes and standards adopted by reference shall be available for public inspection at the Fire Marshal's Office and this Ordinance shall be filed at the office to the Clerk to the Board of County Commissioners.

# **ARTICLE III** **PERMITTING AND INSPECTIONS**

## **Section 3.1 - Inspection of Building and Premises**

Subject to the limitations and conditions stated in the North Carolina State Building

Code, it shall be the duty of the Fire Marshal's Office to inspect or to cause to be inspected as often as deemed necessary or appropriate all buildings, structures, and premises within his jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause fire or explosion, endanger life from fire or explosion, or any violations of the provisions of this Ordinance and state law.

### **Section 3.2 - Permits**

Permits from the Fire Marshal's Office shall be required as set forth in the current edition of the North Carolina Fire Code.

#### Fire Prevention Permits.

- It shall be the duty of the Fire Marshal's Office or designee to evaluate applications and issue, if approved, all permits for those conditions as prescribed in the Fire Code.
- No person shall maintain, store or handle materials or conduct processes which produce conditions hazardous to life or property or install equipment used in connection with such activities without first obtaining a permit as required by the Fire Marshal's Office. Before a permit may be issued, the Fire Marshal's Office shall inspect and approve the receptacles, vehicles, buildings, structures, storage areas, devices, processes and conditions related to the permit.
- The Fire Marshal and or designee may revoke a permit upon determination that the permit holder, or any agents or employees of the permit holder, has violated any provision of the N.C. Building Code Fire Prevention or of this Ordinance, or any stated condition of the permit. The Fire Marshal or designee shall advise the permit holder, in writing, of the reason for the revocation.

#### Other Permits.

- This Ordinance shall not exempt a person who has obtained a permit pursuant to this chapter from any other permits required by other state, federal, and local Laws.

### **Section 3.3 - Plan Review**

Plan review shall apply to all buildings and occupancies in the N.C. Building Code General Construction and the N.C. Fire Prevention Code. This review will be for the determination of compliance with this Ordinance and the Fire Code and shall be

completed within a reasonable time of receipt of plans. If the Fire Marshal's Office review of these plans indicates the need for a fire permit, as outlined in this Ordinance and the Fire Code or if there are corrections to be made to the plans, the building permit shall not be issued until the fire permit has been applied for or until the corrections are made to the plans. This plan review shall not apply to one- and two- family dwellings.

#### **Section 3.4 - Nontransferable**

Any permits issued shall not be transferable. Permits shall be valid only as specified on the permit for the time, use, and/or project specified. Permits shall be valid only for the individual listed on the permit application.

### **ARTICLE IV** **REGULATED ACTIVITIES**

#### **Section 4.1 - Unsafe, Defective Buildings or Systems**

All buildings or service systems, which are unsanitary, constitute a fire hazard, or constitute a hazard to safety or health, bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress are considered unsafe. All such unsafe building or service systems shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the technical codes. (Article 11, Chapter 160D of the North Carolina General Statutes).

- **Summary Abatement.** Where conditions exist that are deemed hazardous to life and property, the Fire Marshal or Code Enforcement Official is authorized to abate summarily such hazardous conditions that are in violation of this Ordinance.
- **Abatement-** The owner, operator or occupant of a building or premises deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

## Section 4.2 - False Alarms

If a fire alarm system, residential or otherwise, generates three (3) false alarms in a thirty (30) day period then the Fire Marshal or authorized Fire Code Official may issue a penalty for violation. False alarm enforcement is at the discretion of the fire code official. A thirty (30) day period starts at the time of the first "false" fire alarm.

## Section 4.3 - Open Burning

### A. Definitions

**Open Burning** - vegetation in which the products of combustion pass into the open air without passing through any type of chimney or duct.

**Recreational Fire** - An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of (3) feet or less in diameter and (2) feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

**Structure** - For the purpose of this section of the ordinance, a structure shall be defined as an occupied building.

**Illegal Burning** - The burning of trash, paper, plastics, lumber, tires, chemicals and other manmade materials.

### B. Open Burning: Where Allowed

Open burning shall not be allowed within 50 feet of any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure. It is the burner's responsibility to ensure that the fire is maintained on their property and not allowed to spread to adjoining property.

#### **Exceptions:**

- Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
- The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

### **C. Notification Required**

Notification is required for all open burning when the vegetation to be burned is piled such that the pile size exceeds 5 feet wide x 5 feet long x 5 feet high, or when the vegetation burns longer than 5 hours. Two or more piles on a single piece of property shall be considered a single pile. Notification is also required when the vegetation to be burned is larger than 6 inches in diameter.

#### **Exceptions:**

- Agriculture, civil culture, or burning of land for wildland management.
- Fires set for the training of firefighting personnel.
- Recreational fires.

### **D. Accordance with Other Laws**

Open burning in Pamlico County shall be conducted in accordance with all applicable state and federal air quality and solid waste disposal laws, and shall also be in accordance with the North Carolina Fire Prevention Code.

### **E. Prohibited Open Burning**

In accordance with Section 307.1 of the North Carolina Fire Prevention Code and this ordinance, open burning is prohibited when atmospheric conditions or local circumstances make fires hazardous.

**Exception:** Prescribed burning for the purpose of reducing the impact of wildfire when authorized by the fire code official.

### **F. Civil Penalties Authorized by State Law**

In accordance with North Carolina Administrative Code 15A 2D .1900 "Open Burning", any person found in violation of this section shall be subject to the Civil Penalties as defined in this ordinance.

### **G. Attendance at Open Burning**

Open burning must be attended at all times by a competent person at least eighteen (18) years of age or older. In accordance with Section 307.5 of the North Carolina Fire Prevention Code, a minimum of one portable fire extinguisher with a minimum 4-A rating or other approved onsite fire-extinguishing equipment such as dirt, sand, water barrel, garden hose or water truck shall be available for immediate utilization.

## **H. Extinguishment of Open Burning**

Any open burning found to be in violation of this Section, the North Carolina Fire Prevention Code or any state or federal law shall be extinguished immediately by the responsible party, and open burning will be immediately discontinued.

It shall be unlawful for any person to continue to burn materials of any kind after having been ordered to extinguish burning material by the Fire Marshal's Office, County Forest Ranger, the Chief or responding officer of the Fire Department in whose district the burning takes place, or law enforcement officer of Pamlico County. Person(s) conducting unauthorized burning are subject to local, state, and federal criminal and civil action to include monetary citations.

Any official authorized to enforce this section shall also have the authority to cause the fire department in the fire district in which the burning takes place to be dispatched for the purpose of extinguishing the fire.

## **I. Burning Ban**

In the event that the Pamlico County Fire Marshal's Office issues a ban on outdoor burning within 100 feet of a structure, then in accordance with state law all Open Burning shall be immediately discontinued until such ban is lifted by the Pamlico County Fire Marshal's Office. **During this ban, no open burning shall be conducted at all within 100 feet of a structure; this includes any outdoor burning at residences. A civil citation may be issued for violations.**

## **J. Conditions Warranting Burning Ban.**

A burning ban on outdoor burning within 100 feet of a structure may be issued by the Pamlico County Fire Marshal's Office if atmospheric conditions or local circumstance make such fire hazardous. Atmospheric conditions that warrant a burning ban include, but are not limited to:

- **Atmospheric Conditions:**
  - Extended periods of low humidity (below 50%)
  - High winds
  - Elevated temperatures
  - Lack of substantial rainfall.
- **Local Circumstances:**
  - Flammable and/or combustible liquid spills or leaks close to a burning site.

- o A hazardous materials incident where the proximity of the burn site could cause a possible ignition source or prove hazardous to operations controlling the incident.
- o The proximity of adjacent structures or other such hazards.
- o Other conditions as deemed necessary by Fire Marshal.

#### **K. Notification of Burning Ban**

In the event a burning ban is issued, citizens shall be notified through the news media or in person that a burning ban is in place, and fires shall be extinguished immediately. In conjunction with North Carolina Forest Service burning ban, the Pamlico County Fire Marshal's Office shall issue a burning ban of all-open burning within 100 feet of a structure and all fires shall be extinguished immediately. The local news media shall be notified by the Fire Marshal's Office that such ban is in effect and that no permits will be issued until such ban is lifted and no open burning will be allowed.

#### **L. Repeal of Burning Ban**

Any burning ban issued by the Fire Marshal's Office shall be repealed in the same manner.

### **Section 4.4 - Removal of Obstructions/Prohibited Parking**

Any vehicle found obstructing any fire hydrant, fire protection equipment, designated and marked fire lane, or fire station may be issued a citation and penalty. The vehicle may be removed or towed away under the direction of the Fire Code Enforcement Official to a storage area or garage. The owner of such vehicle shall be deemed to have appointed the Fire Code Enforcement Official as his/her agent for the purpose of arranging for the transportation and safe storage of the vehicle. The owner of such vehicle, before obtaining possession thereof, shall pay all reasonable costs incidental to the removal and storage of the vehicle due for the violation of prohibited parking. The County assumes no liability or cost for any damages or fees associated to vehicles towed that are in violation of this section.

### **Section 4.5 - Pyrotechnics**

In addition to the rules and regulations stated in the North Carolina State Building Code: Fire Code, which is adopted by reference in this chapter, the Pamlico County Board of County Commissioners adopts the following provisions:



- No person shall engage in the use of pyrotechnics without first completing an application and obtaining a permit from Pamlico County Fire Marshal's Office ten (10) days in advance of such use. The names and addresses of all operators must appear on the application, and they must be approved by the Fire Marshal's Office before any display or use of the pyrotechnics.
- The Pamlico County Fire Marshal's Office shall issue the permit after all requirements of the North Carolina Fire Code have been met, The Board of County Commissioners has approved the issuance of the permit for use in connection with the conduct concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations as required by NC General Statute 14-413, and the applicant has posted a bond or certificate of insurance as required by code.

#### **Section 4.6 - Hazardous Material Route**

The transportation of hazardous material through Pamlico County is regulated by the following:

- Hazardous material transportation shall be limited, when reasonably possible, to major thoroughfares and traffic arteries. These are defined as state-maintained highways and interstate highways (i.e., NC Highway 11, Highway 11/55, Highway 55 & Highway 258, Highway 58, Highway 70, Highway 903).
- Hazardous material transportation will, when reasonably possible, bypass or avoid more densely populated areas such as municipal limits, scheduled public gatherings, and other traffic incidents in order to limit the risk of potential exposure.
- Hazardous material transportation will follow all applicable federal, state and local laws, ordinances, regulations, and reporting requirements. Should this ordinance conflict with any of the aforementioned, the more stringent or safe-minded action shall be followed.

#### **Section 4.7 - Combustible Waste Material**

Combustible waste material creating a fire hazard shall not be allowed to accumulate (on) roofs of buildings or structures, (in) buildings or structures, upon premises to include any court, yard, vacant lot, alley, parking lot, open space, or beneath stand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure. wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish.

Vegetation such as weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premise. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with the International Wildland Urban Interface Code.

#### **Section 4.8 - Open Flame Cooking Devices**

Charcoal burners, gas grills, and other open-flame cooking devices shall not be operated on combustible balconies or within ten (10) feet of combustible materials.

##### **Exceptions:**

- Liquefied-petroleum-gas-fueled cooking devices as provided this section.
- Single-family and two-family dwellings
- Where buildings and balconies are protected by an automatic sprinkler system.

Liquefied-petroleum-gas-fueled cooking devices having an LP-gas container with a water capacity greater than 2.5 pounds shall not be located on combustible materials. *Small Coleman or "camp type" cooking devices using 16.4-ounce cylinders are not subject to the prohibitions in this section.*

### **ARTICLE V** **INVESTIGATIONS AND VIOLATIONS**

#### **Section 5.1 - Emergency Entry**

The Fire Marshal or authorized representatives shall have the right to enter any building or premises without permission or warrant in the event of any emergency situation constituting an immediate threat to human life, property, or the public safety for the purpose of eliminating, controlling, or abating the dangerous condition or situation pursuant to North Carolina General Statute § 58-79-20.

If entry or access is denied so as to limit the authorized duties of this chapter, the Fire Marshal or his authorized representatives shall seek and obtain an administrative search warrant pursuant to North Carolina General Statute § 15-27.2.

## **Section 5.2 - Investigation of Fires**

A preliminary investigation into the origin and cause of all fires shall be made by the chief of the rural fire department where such fire occurs outside of a municipality per NCGS § 58-79-1. The Fire Marshal's Office shall assume authority and investigate the cause and origin of any fire involving loss of life, severe bodily injury, high value property loss, explosions, and/or when circumstances are deemed suspicious in nature. The Fire Marshal's Office shall designate a team of investigators to determine cause and origin of any fire and will assist in their efforts by training, equipping, and supplying resources as deemed necessary. Fire investigators designated by and operating under the Fire Marshal's Office authority shall be trained to meet and adhere to NFPA 1033, *Standard for Professional Qualifications for Fire Investigators*. Fire investigations initiated by the Fire Marshal, or designated investigation team will be performed according to NFPA 921, *Standard for Fire and Explosion Investigation*. The County Fire Marshal, or designated representative(s), is authorized to utilize other agencies deemed necessary to assist in determining fire cause and origin. The County Fire Marshal's Office shall fully cooperate and coordinate investigative efforts with the law enforcement agency having jurisdiction of any fire.

## **Section 5.3 - Service of Orders or Notices**

The service of orders or notices for the correction of violations of this Ordinance shall be made upon the owner, occupant or other person responsible for the conditions, either by personally delivering a copy of same to such person or by delivering the same to and leaving it with any person in charge of the premises or by sending a copy of the order or notice by certified or registered mail to the owner's last known address.

When building or other premises are occupied by one other than the owner under a lease or other agreement, the orders or notices issued to correct violations of this chapter arising out of operations conducted on the premises shall apply to the occupant thereof; provided that where the order changes in the premises themselves which may become part of the real property of the owner, then in such cases, the orders or notices shall also be issued to the owner of the premises or real property. Failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate any order or notice duly served on the occupant.

## **Section 5.4 - Civil Penalties**

Any person who shall violate any of the provisions of the N.C. Fire Prevention Code or this ordinance adopted by the Pamlico County Board of Commissioners, or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement of specifications or plans submitted and approved there under or any certificate or permit issued there under, shall be subject to penalties as specified below as approved by the Pamlico County Board of Commissioners. These penalties shall be recovered by the County in a Civil Action in the nature of debt if the offender does not pay the penalties within a period of 30 days after the issuance of the notice of violation. The notice of violation shall be in writing, signed by the Fire Marshal or designee charged with the enforcement of the N.C. Fire Prevention Code or this ordinance, and shall be delivered or mailed to the offender either at his/her residence or place of business or at the location where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such penalties may be joined in an action for appropriate equitable remedy, including injunctions and orders of abatement and including an action to recover damages by the County in abating, correcting, limiting, and otherwise dealing with the harmful effects of the offending action. Civil penalties are assessed in accordance with North Carolina G.S. 153A. Issuance of civil penalty for violations shall remain at the discretion of the Fire Marshal or designee. Civil Penalties shall be issued as a last resort and/or when all other corrective actions have failed. Failure to make notification of open burning that falls under jurisdiction of this section shall constitute a violation.

## **Section 5.5 - Appeals**

Whenever the Fire Marshal or Fire Code Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code adopted in this article do not apply or that the true intent and meaning of such code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal or Fire Code Official to the Director of Emergency Services, in writing, within 15 business days from the date of the decision.

### **Section 5.6 - Record Keeping**

Pamlico County Fire Marshal's Office shall keep a record of all fires and all the facts concerning the same, including statistics as to the extent of such fires and the damages caused thereby. All such records shall be public. Fire departments contracting with Pamlico County to provide fire protection in designated fire protection or service tax districts shall keep a record of all emergency alarms and submit reports of these alarms, as designated by the North Carolina State Fire Marshal's Office, to the Pamlico County Fire Marshal's Office, as set forth in North Carolina General Statutes.

### **Section 5.7 - Equal Application of Ordinance**

This ordinance shall apply equally to both public and private property, and all structures and their occupancies, unless otherwise expressly excepted from this ordinance or in the fire code expressed within or adopted by the North Carolina State Building Code and shall be liberally construed as an exercise of the police powers of the County.

### **Section 5.8 - Violation Fee Schedule**

#### **Violation Fee Schedule**

Chapter #	Chapter Title	Fees
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### **Section 5.9 - Effective Date**

That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force upon its final passage and adoption.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
CANDY BOHMERT  
CHAIR, PAMLICO COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
ATTESTED BY:

\_\_\_\_\_  
TRACY BOYD,  
CLERK, PAMLICO COUNTY BOARD OF COMMISSIONERS

**PAMLICO COUNTY  
BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE I  
IN GENERAL**

**Section 1.1 - Scope of ordinance and codes.**

(a) The provisions of this ordinance and the regulatory codes herein adopted shall apply to the following:

- (1) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition removal, use, and occupancy of every building or structure or any appurtenances connected or attached to such building or structure;
- (2) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of house sewers, building drains, waste and vent systems, hot and cold water supply systems, and all fixtures and appurtenances thereof;
- (3) The installation, erection, alteration, repair, use and maintenance of mechanical systems consisting of heating, ventilating, air conditioning, and refrigeration systems, fuel burning equipment, and appurtenances thereof;
- (4) The installation, erection, alteration, repair, use and maintenance of electrical systems and appurtenances thereof.

(b) However, nothing in this article shall be construed to make any building regulations applicable to farm buildings located outside the building regulation jurisdiction of any municipality; provided, however, that a building constructed for or converted to human habitation, even if located on a farm, shall not be exempt from these building regulations.

**ARTICLE II  
TECHNICAL CODES**

**Section 2.1 - Building code adopted.**

The North Carolina State Building Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein to the extent such code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired, or otherwise constructed or reconstructed.

**Section 2.2 - Plumbing code adopted.**

The North Carolina Plumbing Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein.

### **Section 2.3 - Mechanical code adopted.**

The North Carolina Mechanical Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein.

### **Section 2.4 - Electrical code adopted.**

The North Carolina Electrical Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein.

### **Section 2.5 - Residential building code adopted.**

The North Carolina Residential Building Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein.

### **Section 2.6 - Amendments to codes.**

Amendments to the regulatory codes adopted by reference herein, which are from time to time adopted and published by the agencies referred to herein, shall be effective in the county at the time such amendments are filed with the county building inspector as provided in section 2.8.

### **Section 2.7 - Compliance with codes.**

- (a) All buildings or structures which are hereafter constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished, or moved shall conform to the requirements, minimum standards, and other provisions of either the North Carolina State Building Code or the North Carolina Residential Building Code, whichever is applicable, or of both if both are applicable.
- (b) Every building or structure intended for human habitation, occupancy, or use shall have plumbing, plumbing systems, or plumbing fixtures installed, constructed, altered, extended, repaired, or reconstructed in accordance with the minimum standards, requirements, and other provisions of the North Carolina Plumbing Code.
- (c) All mechanical systems consisting of heating, ventilating, air conditioning, and refrigeration systems, fuel burning equipment, and appurtenances shall be installed, erected, altered, repaired, used and maintained in accordance with the minimum standards, requirements, and other provisions of the North Carolina Mechanical Code.
- (d) All electrical wiring, installations, and appurtenances shall be erected, altered, repaired, used and maintained in accordance with the minimum standards, requirements, and other provisions of the North Carolina Electrical Code.

### **Section 2.8 - Copies of codes filed with building inspector.**

An official copy of each regulatory code adopted herein, and official copies of all amendments thereto, shall be kept on file in the office of the county inspection department and in the office of the Clerk to the Board of Commissioners. Such copies shall be the official copies of the codes and the amendments.



## **ARTICLE III**

### **INSPECTION DEPARTMENT**

#### **Section 3.1 - Organization of department.**

The inspection department may consist of a building inspector and any such other inspectors or deputy or assistant inspectors as may be authorized by the Board of Commissioners. The County Manager may in his or her discretion designate a department head.

#### **Section 3.2 - General duties of department and inspectors.**

- (a) It shall be the duty of the inspection department to enforce all of the provisions of this ordinance and of the regulatory codes adopted herein, and to make all inspections necessary to determine whether or not the provisions of this ordinance and such codes are being met.
- (b) The North Carolina Regulatory Codes adopted by reference in Article II are to be enforced by the various inspectors appointed pursuant to this Article.

#### **Section 3.3 - Conflicts of interest.**

No officer or employee of the inspection department shall be financially interested in the furnishing of labor, material or appliances for the construction, alteration, or maintenance of a building or any part thereof, or in the making of plans or specifications therefor, unless he is the owner of such building. No officer or employee of the inspection department shall engage in any work which is inconsistent with his or her duties or with the interests of Pamlico County.

#### **Section 3.4 - Reports and records.**

The inspection department, and each inspector, shall keep complete, permanent, and accurate records in convenient form of all applications received, permits issued, inspections, and re-inspections made, and all other work and activities of the inspection department. Periodic reports shall be submitted to the Board of Commissioners, and to other agencies, as required.

#### **Section 3.5 - Inspection procedure.**

(a) *Inspections.* The inspection department shall inspect all buildings and structures and work therein for which a permit of any kind has been issued as often as necessary in order to determine whether the work complies with this ordinance and the appropriate codes. When deemed necessary by the appropriate inspector, materials and assemblies may be inspected at the point of manufacture or fabrication, or inspections may be made by approved and recognized inspection organizations; provided, no approval shall be based upon reports of such organizations unless the same are in writing and certified by a responsible officer or such organization. All holders of permits, or their agents, shall notify the inspection department and the appropriate inspector at each of the following stages of construction so that approval may be given before work is continued:

- (1) *Footing.* Before concrete is poured into footing with grade markers in place and any reinforcing steel and supports if required. (No wood grade markers.)

(2) *Foundation.* Foundation with bolts as per code; 12 inches from corners and four feet on center before dirt is around piers and over footing.

a. *Piers.* After piers are capped (before wood).

b. *Concrete slab.*

1. *Step 1.* Before plumbing is covered.

2. *Step 2.* When ready to pour concrete with vapor barrier in place and reinforcement wire if required.

(3) *Rough-in framing.* When rough-in framing, plumbing, mechanical and electrical are installed. All holes around plumbing, mechanical and electrical work shall be caulked with an approved caulking before insulation is installed in walls. Any ventilation baffles for insulation must also be installed.

(4) *Insulation.* When insulation is installed in walls and ceilings prior to hanging sheetrock and/or paneling.

(5) *Final inspection.* General contractor and/or permit holder to call for final inspection. When all construction work is completed with vapor barrier installed under home and ready for certificate of occupancy.

(b) *Calls for inspection.* Request for inspections may be made to the office of the inspection department or to the appropriate inspector. The inspection department shall make inspections as soon as practicable after request is made therefor, provided such work is ready for inspection at the time the request is made. Re-inspections may be made at the convenience of the inspector. No work shall be inspected until it is in proper and completed condition ready for inspection. All work which has been concealed before the inspection and approval shall be uncovered at the request of the inspector and placed in condition for proper inspection. Approval or rejection of the work shall be furnished by the appropriate inspector in the form of a notice posted on the building or given to the permit holder or his agent. Failure to call for inspections or proceeding without approval at each stage of construction shall be deemed a violation of this article.

(c) *Street or alley lines.* Where the applicant for a permit proposes to erect any building or structure on the line of any street, alley, or other public place, he shall secure a survey of the lines of such street, alley, or other public place adjacent to the property upon which such building or structure is to be erected, before proceeding with construction of such building or structure. It shall be the duty of the building inspector to see that the building does not encroach upon such street, alley, or other public place.

(d) *Certificate of occupancy.* No new building or part thereof shall be occupied, and no addition or enlargement of any existing building shall be occupied, and no existing building after being altered or moved shall be occupied, and no change of type of occupancy shall be made in any existing building or part thereof, until the inspection department has issued a certificate of occupancy therefor. A temporary certificate of occupancy may be issued for a portion or portions of a building which may safely be occupied prior to final completion and occupancy of the entire building. Application for a certificate of occupancy may be made by the owner or his agency after all final inspections have been made for new buildings, or in the case of existing buildings, after supplying the information and data necessary to determine compliance with this article. The inspection department shall issue a certificate of occupancy when, after examination and

inspection, it is found that the building in all respects conforms to the provisions of this article. No certificate of occupancy shall be required for any building the construction of which was begun prior to the effective date of the ordinance from which this article is derived.

(e) *Setback from property line.* No building permit shall be issued where the proposed building is in violation of any setback requirement in a chain of title, subdivision plat, or any applicable ordinance. The fact that a building permit is issued does not waive any setback requirement. When a violation of a setback requirement is found prior to the issuance of a certificate of occupancy, the inspection officials shall issue a stop order and no certificate of occupancy shall be issued as long as the setback violation is not resolved.

#### **Section 3.6 - Oversight not to legalize violation.**

No oversight or dereliction of duty on the part of any inspector or other official or employee of the inspection department shall be deemed to legalize the violation of any provision of this article or any provision of any regulatory code herein adopted.

#### **Section 3.7 - Powers of inspection officials.**

(a) *Authority.* Inspectors are hereby authorized, empowered, and directed to enforce all the provisions of this article and the regulatory codes herein adopted.

(b) *Right-of-entry.* Inspectors shall have the right-of-entry on any premises within the jurisdiction of the regulatory codes herein adopted at reasonable hours for the purpose of inspection or enforcement of the requirements of this ordinance and the regulatory codes, upon presentation of proper credentials.

(c) *Stop orders.* Whenever any building or structure or part thereof is being demolished, constructed, and reconstructed, altered, or repaired in a hazardous manner, or in violation of any provision of this ordinance or any other county ordinance, or in violation of any provision of any regulatory code herein adopted, or in violation of the terms of the permit or permits issued therefor, or in such manner as to endanger life or property, the appropriate inspector may order such work to be immediately stopped. Such order shall be in writing to the owner of the property or to his agent, or to the person doing the work, and shall state the reasons therefor and the conditions under which the work may be resumed.

(d) *Appeals.* Whenever a stop order has been issued to the owner or his agent and said owner or his agent wishes to appeal the stop order, the appeal shall be to the Planning Board. The Planning Board is hereby authorized to call and shall convene to hear the appeal from the stop order within five (5) business days from the time the appeal has been entered to the inspection department. The Planning Department shall render a decision at the appeals hearing and reduce the decision to writing and send the same to the appellant within ten (10) business days of the hearing.

### **ARTICLE IV** **ENFORCEMENT**

#### **Section 4.1 - Registration of contractors.**

Every person carrying on the business of building contractor, plumbing contractor, heating-air conditioning contractor, or electrical contractor within the county shall register at the office of the inspection department, giving name and place of business.

#### **Section 4.2 - Permits required.**

(a) *Improvements permit.* No person shall commence the construction or relocation of any dwelling, nor shall any person locate, relocate or cause to be located or to be relocated, any mobile home intended for use as a dwelling other than on a site with an approved sewage disposal system, without obtaining an improvement permit from the county health department or other applicable approvals and/or permits from the Bay River Metropolitan Sewage District respective of the appropriate jurisdiction. No permit required for electrical, plumbing, heating, air conditioning, or other construction, location, or relocation shall be issued until after an improvements permit has been issued.

(b) *Building permit.* No person shall commence or proceed with the construction, reconstruction, alteration, or repair of any building or other structure, or any part thereof, without a written permit therefor from the building inspector; provided, however, that no building permit shall be required for work which cost does not exceed \$1,000.00 and which does not involve any change to the structural parts or the stairways, elevators, fire escapes or other means of egress of the building or the structure in question.

(c) *Plumbing permit.* No person shall commence or proceed with the installation, extension or general repair of any plumbing system without a written permit therefor from the plumbing inspector; provided, however, no permit shall be required for minor repairs or replacements on the house side of a trap to an installed system of plumbing if such repairs or replacements do not disrupt the original water supply or the waste or ventilating systems.

(d) *Mechanical permit.* No person shall commence or proceed with the installation, extension, alteration, or general repair of any mechanical equipment system without a written permit from the mechanical inspector; provided, however, no permit shall be required for minor repairs or minor burner services or filter replacements of warm air furnaces or cooling systems.

(e) *Electrical permit.* No person shall commence or proceed with the installation, extension, alteration, or general repair of any electrical wiring, devices, appliances, or equipment without a written permit therefor from the electrical inspector; provided, however, no permit shall be required for minor repair work such as the replacement of lamps, or the connection of portable devices to suitable receptacles which have been permanently installed; provided, further, no permit shall be required for the installation, alteration, or repair of the electrical wiring, devices, appliances, and equipment installed by or for an electrical public utility corporation for the use of such corporation in the generation, transmission, distribution, or metering of electrical energy, or for the use of such corporation in the operation of signals, or the transmission of intelligence.

(f) *Fire inspection permit.* No person shall commence or proceed with the installation, extension, alteration or general repair of any fire protection system without obtaining a permit from the fire inspector. This does not apply to one- or two-family dwellings.

#### **Section 4.3 - Application for permit.**

Written application shall be made for all permits required by this ordinance, and shall be made on forms provided by the inspection department. Such application shall be made by the owner of the building or structure affected or by his or her authorized agent or representative, and in addition to such other information as may be required by the appropriate inspector to enable the inspector to determine whether the permit applied for should be issued, shall show the following:

- (1) Name, residence, and business address of owner;
- (2) Name, residence, and business of authorized representative or agent, if any;
- (3) Name and address of the contractor, if any, together with evidence that he has obtained a certificate from the appropriate state licensing board for such contractors, if such is required for the work involved in the permit for which application is made.

#### **Section 4.4 - Plans and specifications.**

Detailed plans and specifications shall accompany each application for permit when the estimated total cost of the building or structure is in excess of \$40,000.00 and for any other building or structure where plans and specifications are deemed necessary by the appropriate inspector in order for him to determine whether the proposed work complies with the appropriate regulatory codes. Plans shall be drawn to scale with sufficient clarity to indicate the nature and extent of the work proposed, and the plans and specifications together shall contain information sufficient to indicate that the work proposed will conform to the provisions of this ordinance and the appropriate regulatory codes. Where plans and specifications are required, a copy of the same shall be kept at the work site until all authorized operations have been completed and approved by the appropriate inspector.

#### **Section 4.5 - Limitations on issuance of permits.**

- (a) No building permit shall be issued for any building or structure the estimated total cost of which is more than \$40,000.00, unless the work is to be performed by a licensed general contractor. However, a building permit for a building or structure shall be issued to an owner who is constructing or supervising the construction of his own building, regardless of the cost.
- (b) No building permit shall be issued for any building or structure, other than a one- or two-family dwelling, the estimated total cost of which is more than \$90,000.00, unless the plans bear the North Carolina seal of a registered architect or a registered engineer.
- (c) Where any provision of the General Statutes of North Carolina or any ordinance requires that work be done by a licensed specialty contractor of any kind, no permit for such work shall be issued unless it is to be performed by such licensed specialty contractor.
- (d) Where detailed plans and specifications are required under this article, no building permit shall be issued unless such plans and specifications have been provided.

#### **Section 4.6 - Issuance of permit.**

When proper application for a permit has been made, and the appropriate inspector is satisfied that the application and the proposed work comply with the provisions of this ordinance and the appropriate regulatory codes, he or she shall issue such permit, upon payment of the proper fee or fees.

#### **Section 4.7 - Revocation of permits.**

The appropriate inspector may revoke and require the return of any permit by notifying the permit holder in writing stating the reason for such revocation. Permits shall be revoked for any material departure from the approved application, plans, or specifications; for refusal or failure to comply with proper orders of the inspector; for refusal or failure to comply with requirements of this article and the appropriate regulatory codes; or for false statements or misrepresentations made in securing such permit.

**Section 4.8 - Time limitations on validity of permits.**

All permits issued under this article shall expire by limitation six months after the date of issuance if the work authorized by the permit has not been commenced. If after commencement the work is discontinued for a period of 12 months, the permit therefor shall immediately expire. No work authorized by any permit which has expired or been revoked shall thereafter be performed until a new permit therefor has been secured.

**Section 4.9 - Changes in work.**

After a permit has been issued, major changes or deviations from the terms of the application and permit, or major changes or deviations from the plans or specifications involving any work under the jurisdiction of this article or of any regulatory code adopted herein, shall not be made until specific written approval of such changes or deviations has been obtained from the appropriate inspector.

**Section 4.10 - Permit fees.**

Fees for permits shall be those found in a fee schedule duly adopted by the Board of Commissioners.

**ARTICLE V**  
**PENALTY FOR FAILURE TO COMPLY**

**Section 5.1 - Willful failure or refusal to comply with order.**

It shall be unlawful for any person to willfully fail or refuse to comply with any final order or direction of the building inspector or board of commissioners made by virtue and in pursuance of this article, and any person violating this article shall, upon conviction, be punished as provided by G.S. 153A-123 for the violation of county ordinances, and every day such person shall willfully fail or refuse to comply with any final order or direction of the building inspector or governing body made by virtue and in pursuance of this article shall constitute a separate and distinct offense.

ADOPTED AND EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
CANDY BOHMERT, CHAIR  
PAMLICO COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
ATTESED BY:

\_\_\_\_\_  
TRACY BOYD, CLERK  
PAMLICO COUNTY BOARD OF COMMISSIONERS

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

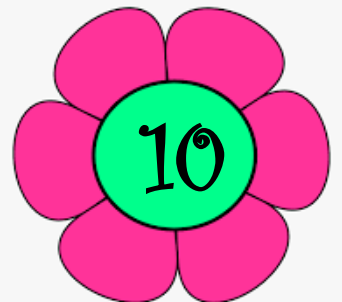
DAVID B. BAXTER, JR.

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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Rock Drive for Emergency Response Boat

Attached is a request from Emergency Manager Chris Murray requesting to build a rock drive for ingress and egress of the emergency response boat. Cost of the project is \$5,000. Funds are available in the Emergency Manager's Capital Line.







## PAMLICO COUNTY EMERGENCY SERVICES

13-March-2024

Tim Buck, County Manager

Re: Water Department EM Carport Driveway

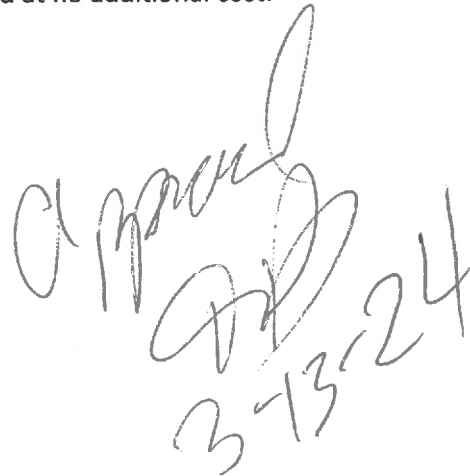
Tim, please find the enclosed request from my Capital Outlay. This project was planned for the current FY and we have the carport in place already and agreeance from Jeff Sanders (Water Department), and Woody Spruill (Triangle Fire Department). We will also be attempting to patch some of the holes in the current driveway between the water department and the old Triangle FD building. This project will consist of Rock Base, DOT Double Wall Driveway Pipe (to be purchased from Cahoon Farms later) and staff will be conducting the labor to spread and build at no additional cost.

Thanks



Chris Murray, CFI

Director/Fire Marshal



**PURCHASE ORDER REQUEST FORM**

**PO#** \_\_\_\_\_

Vendor Name	Turnage Construction & Trucking Co.
Vendor Address	2373 NC Hwy 304
	Bayboro, NC 28515
Vendor Telephone #	
Account Number	104330-555000

	Commodity Description	Quantity	U/M	Unit Price	Extended Price
1	UCL Base Gravel	6 Ea		\$625.00	\$5,000.00
2					
3					
4	Shipping				\$0.00

**Total**                      **\$5,000.00**

Authorized Signature		Date	3/13/2024
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ESTIMATE

Turnage Construction & Trucking turnageconst@yahoo.com  
Inc +1 (252) 745-4976  
2373 NC Highway 304  
Bayboro, NC 28515



Pamlico Emergency Management

Bill to  
Pamlico Emergency Management

Ship to  
Pamlico Emergency Management

Estimate details  
Estimate no.: 1299  
Estimate date: 03/12/2024  
Expiration date: 04/12/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Base Requested 170'x24'x4" depth UCL Base Gravel 8 Tandem Loads @ \$625 EA *** No Grading Unless Requested		8	\$625.00	\$5,000.00
			Total	\$5,000.00		
				Expiry date	04/12/2024	

## Pamlico County 911

---

**From:** Emergency Management  
**Sent:** Wednesday, March 13, 2024 10:06 AM  
**To:** Pamlico County 911  
**Subject:** Fwd: Map

Sent from my iPhone

Begin forwarded message:

**From:** Jeff Sanders <jeff.sanders@pamlicocounty.org>  
**Date:** March 1, 2024 at 12:27:13 PM EST  
**To:** Emergency Management <emc@pamlicocounty.org>  
**Subject:** Re: Map

As long as water doesn't back up around building and flows to catch basin I am good with plan.

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Emergency Management <emc@pamlicocounty.org>  
**Sent:** Friday, March 1, 2024 12:19:51 PM  
**To:** Jeff Sanders <jeff.sanders@pamlicocounty.org>  
**Subject:** Map

Look at this and see if you agree before I get the permission needed and quote for material. I am currently occupying about 6 feet on your side of the property line.

<https://sartopo.com/m/JSB9S>

Thanks,

Chris Murray,CFI  
Director  
Emergency Management/Fire Marshal  
Pamlico County NC  
(252)-745-4131 Office  
(252)-671-0184 Cell  
[emc@pamlicocounty.org](mailto:emc@pamlicocounty.org)

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time

## Pamlico County 911

---

**From:** Emergency Management  
**Sent:** Wednesday, March 13, 2024 10:06 AM  
**To:** Pamlico County 911  
**Subject:** Fwd: Fire Marshal Capital Proposal

Sent from my iPhone

Begin forwarded message:

**From:** Harold Spruill <harold.spruill@yahoo.com>  
**Date:** March 5, 2024 at 1:43:42 PM EST  
**To:** Emergency Management <emc@pamlicocounty.org>  
**Subject:** Re: Fire Marshal Capital Proposal

**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.

Chris  
You're a go from Triangle on this driveway project.

Woody  
Sent from my iPhone

On Mar 4, 2024, at 12:05 PM, Emergency Management <emc@pamlicocounty.org> wrote:

Woody, please review this map and proposal that I am asking for agreement on regarding the carport that sits on both the old FD property (Water Department) and the new Triangle Property. Water department has agreed to it on their side of the line and we have looked at the site regarding a driveway tile and rock driveway from their road to Triangles parking lot in effort to make pulling in and out of the carport with equipment easier. This will be at no cost to either agency, my office will be absorbing the expense. If triangle does not agree, please let me know and we will go back to the drawing board.

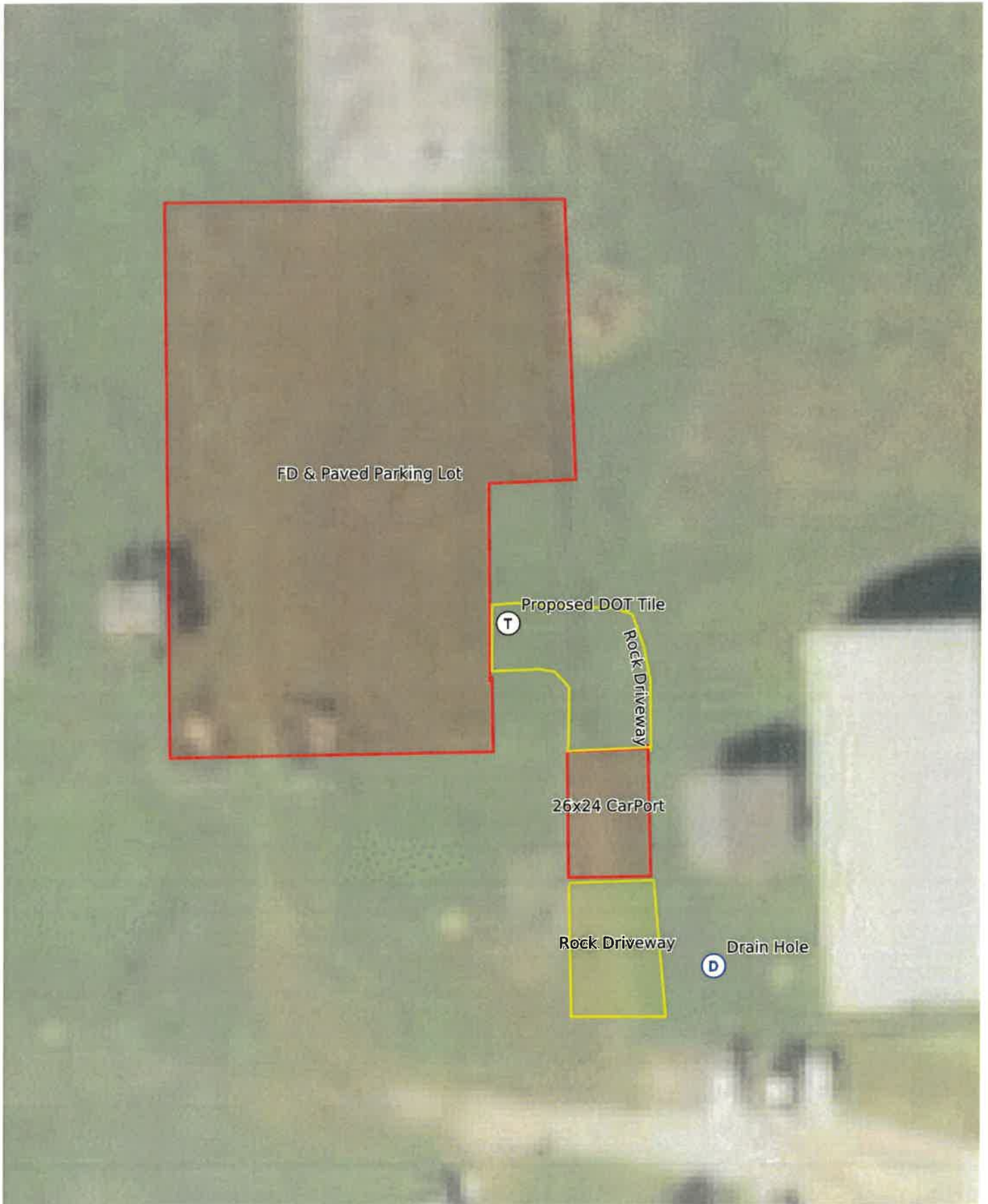
Thanks,

Chris Murray,CFI

Director  
Emergency Management/Fire Marshal  
Pamlico County NC  
(252)-745-4131 Office  
(252)-671-0184 Cell  
[emc@pamlicocounty.org](mailto:emc@pamlicocounty.org)

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time

<Triangle-Old New Prpoerty 2024.pdf>



Mercator Projection

WGS84

UTM Zone 18S



km

mi

Scale **1:382** 1 inch = 32 feet



**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

DAVID B. BAXTER, JR.

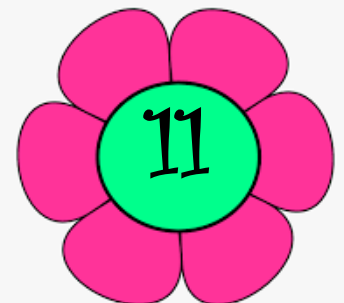
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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Funding Offer, DEQ Project Number SRP-D-134-0010

As you know, during the last legislative session, the County received an appropriation of \$5,000,000 for water and sewer projects. The State Division of Water Quality approved using \$3,362,000 of the appropriation to fund the Kershaw Water Treatment Plant Project. In order to access the funds, the Board needs to approve the following documents that are attached to this memo: 1) Original Offer and Acceptance Document, 2 ) Resolution accepting the offer and making applicable Conditions and Assurances, 3) Sales-Tax Certification.

I am recommending and requesting that the Board approve the documents and authorize the Chair, County Manager and Finance Officer to sign. I am also requesting that the County Manager be authorized to sign any other documents needed to access the funding.





## **RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS,** the County of Pamlico has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$ 3,362,900, to perform work detailed in the submitted application, and

**WHEREAS,** the County of Pamlico intends to perform said project in accordance with the agreed scope of work,

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF PAMLICO:**

That County of Pamlico does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$ 3,362,900.

That the County of Pamlico does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Timothy Buck, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 18<sup>th</sup> day of March, 2024 at Bayboro, North Carolina.

---

Chairman, Pamlico County Board of Commissioners

Date

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA  
Environmental Quality

March 4, 2024

RECEIVED

MAR 11 2024

PAMLICO COUNTY  
MANAGER'S OFFICE

Mr. Timothy Buck, County Manager  
Pamlico County  
PO Box 776  
302 Main Street  
Bayboro, NC 28515

SUBJECT: Funding Offer  
Project No. SRP-D-134-0010  
\*Cofunded with WIF-2005  
Grantsboro-Kershaw WTP Improvements

Dear Mr. Buck:

Pamlico County has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the following items to the Division, via email at [DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov):

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached)
3. Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)
4. Sales-Tax Certification (attached)

The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project) are due before disbursements begin.



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

Disbursement requests and other project documents are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Renee Parkman at [Renee.Parkman@deq.nc.gov](mailto:Renee.Parkman@deq.nc.gov) or 704.235.2203.

Sincerely,

DocuSigned by:  
  
6300A872077B4C5...

Shadi Eskaf, Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document (two copies)  
Assurances & Conditions  
Federal ID and UEID Number Request Memo  
Resolution to Accept Funding Offer (suggested format)  
Sales-Tax Certification Form  
Disbursement Request Form  
Site Certification  
Capital Project Ordinance (Sample)  
Guidance Document (North Carolina Wastewater Funding Programs Overview)

cc: Tim Buck, County Manager, [Tim.Buck@pamlicocounty.org](mailto:Tim.Buck@pamlicocounty.org)  
Todd Alan Tripp, PE, The East Group ([todd.tripp@eastgroup.com](mailto:todd.tripp@eastgroup.com))  
Mark Hubbard (Via DocuSign)  
Renee Parkman (Via DocuSign)  
DWI Administrative Unit (Via DocuSign)  
Carrie Short (Via DocuSign)  
Teresa Tripp (Via DocuSign)  
Pam Whitley (Via Email)  
FILE: SRP Project File (COM\_LOX)  
Agreement ID#: 2000040893



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mall Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Pamlico County  
P.O. Box 776  
302 Main Street  
Bayboro, NC 28515

**Project Number(s):** SRP-D-134-0010\*

**Assistance Listing Number:** N/A

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>	Funding Increases		
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input checked="" type="checkbox"/>			\$3,362,900
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Grantsboro-Kershaw WTP Improvements

**Total Financial Assistance Offer:** **\$3,362,900**

**Total Project Cost:** \$6,340,000

**Estimated Closing Fee\*:** \$0

\*Cofunded with WIF-2005

For Loans

**Interest Rate:** --- Per Annum

**Maximum Loan Term:** --- Years

Pursuant to North Carolina General Statute 159G:

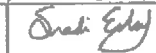
- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:



630DA872077B4C8...

Signature

3/4/2024

Date

On Behalf of:

Pamlico County

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

Date

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Pamlico County  
P.O. Box 776  
302 Main Street  
Bayboro, NC 28515

**Project Number(s):** SRP-D-134-0010\*

**Assistance Listing Number:** N/A

**Funding Program**

		<b>Additional Amount for Funding Increases</b>	<b>Previous Total</b>	<b>Total Offered</b>
Drinking Water	<input checked="" type="checkbox"/>			
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input checked="" type="checkbox"/>			\$3,362,900
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Grantsboro-Kershaw WTP Improvements

**Total Financial Assistance Offer:**

**\$3,362,900**

**Total Project Cost:**

**\$6,340,000**

**Estimated Closing Fee\*:**

**\$0**

For Loans

**Interest Rate:**

--- Per Annum

**Maximum Loan Term:**

--- Years

\*Cofunded with WIF-2005

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:



6300AB72077B4C9...  
Signature

3/4/2024

Date

On Behalf of:

Pamlico County

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

Date

**STANDARD CONDITIONS & ASSURANCES FOR STATE RESERVE PROJECTS**

**Project Applicant: Pamlico County**

**Project Number: SRP-D-134-0010**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for DWI funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRP Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRP Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRP Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRP funds must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that any loan funds contained in this Funding Offer requires approval from the North Carolina Local Government Commission before they can be disbursed.

**FEDERAL ID & Unique Entity ID # REQUEST MEMO**

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at [DEQ.DWL.FundingOffer@deq.nc.gov](mailto:DEQ.DWL.FundingOffer@deq.nc.gov).

**RECIPIENT:**

---

**PROJECT NUMBER:**

---

**FEDERAL IDENTIFICATION NUMBER:**

---

**UNIQUE ENTITY ID:**

---

(Suggested Format)

**RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS,** the (unit of Government) has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$ \_\_\_\_\_ to perform work detailed in the submitted application, and

**WHEREAS,** the (unit of government) intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):**

That (unit of government) does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$ \_\_\_\_\_.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date



## **SALES-TAX REIMBURSEMENT CERTIFICATION FORM**

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: \_\_\_\_\_

Project Number: \_\_\_\_\_

☐ Check If Applicant is not a unit of government under North Carolina law

***If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.***

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☐ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

DISBURSEMENT REQUEST FORM

NC Division of Water Infrastructure

Funding Recipient: \_\_\_\_\_ Payment No. \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
DWI Project No. \_\_\_\_\_

	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order	Subtotal of Payable Cost	Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
CONSTRUCTION (Rename as appropriate)									
Contract 1	\$1,200,000	(\$100,000)	(\$100,000)	\$1,000,000	(\$50,000)	(\$50,000)	(\$500,000)	(\$300,000)	\$100,000
Contract 2	\$505,000		(\$5,000)	\$500,000	(\$25,000)	(\$10,000)		(\$400,000)	\$85,000
Contract 3									
Contract 4									
Contract 5									
ENGINEERING (Rename as appropriate)									
Item 1	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 2	\$250,000							(\$250,000)	\$0
Item 3									
Item 4									
OTHER COSTS (Rename as appropriate)									
Item 1	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 2									
Item 3									
PAY REQUEST TOTALS	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order		Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Total Requested For This Pay Request
	\$1,955,000	(\$100,000)	(\$105,000)		(\$75,000)	(\$60,000)	(\$500,000)	(\$950,000)	\$165,000

Certification  
- I certify that to the best of my knowledge and belief the incurred costs being requested for disbursement are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award.  
- For applicable SRF projects, the project remains in compliance with Davis-Bacon and American Iron and Steel conditions or is the process of remediating noncompliance.

You must check ONE of the boxes below or your payment will not be processed:  
The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient ☐  
OR  
The funds requested above have not been paid to the respective vendors, consultants & contractors. ☐  
Funds received from the State will be disbursed to these entities within three (3) banking days.

Type or Print Name and Title \_\_\_\_\_ Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
DWI comments \_\_\_\_\_

Instructions and notes on how to use this form  
- Complete guidance for preparing disbursement requests can be found in section G.2. of the North Carolina SRF Program Overview and Guidance that was included with your Funding offer (applicable to State grants and loans too).  
- The form, as downloaded, is filled out with sample numbers. It is suggested that the sample be used as a reference (saved or printed).  
- Please submit ONE COPY of this form and backup documents when requesting funds.  
- Only the Authorized Representative can sign this form, unless declared otherwise in a resolution.  
- Construction contract line item overruns and engineering contract overruns must have approved change orders or engineering amendments before those costs will be paid.



Water Infrastructure  
ENVIRONMENTAL QUALITY

**CERTIFICATION REGARDING UNIFORM RELOCATION  
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES  
(URLAP) ACT OF 1970**

Applicant: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Please check appropriate boxes:

- ☐ I certify that all real property (including easements) has been acquired or condemnation proceedings have been entered into for property thereby providing legal access for this project.

AND

- ☐ I certify to the best of my knowledge and belief that the acquisition of property specifically for the above referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition either:
- ☐ Acquisition of real property did not result in the displacement of any person, business or farm operation.
  - ☐ or relocation was involved in the land acquisition, the Federal Highway Administration (FHA) was contacted for technical assistance.

OR

- ☐ Compliance with the Uniform Act does not apply because the land and/or easements associated with the above referenced project were acquired prior to the inception of the project. Date land acquired: \_\_\_\_\_

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

\_\_\_\_\_  
Signature of Applicant's Authorized Representative or Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

### Capital Project Ordinance

Be it ORDAINED by the Governing Board of the (Town of Anywhere), North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital Project Ordinance is hereby adopted.

Section 1: The Project authorized is the (construction/rehabilitation of a wastewater treatment/collection System) to be financed by (the sale of general obligation bonds/ARRA loan /federal loan/state loan / state grants and reserves).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering	\$ 120,000
Land	90,000
Construction	<u>1,440,000</u>
	<u>\$ 1,650,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Federal/ARRA Loan	\$ 1,100,000
Proceeds from general Obligation Bonds	\$ 500,000
Transfer from Wastewater treatment capital Reserve	<u>\$ 20,000</u>
	<u>\$ 1,650,000</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 5: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner. Section

7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this \_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
Signature, (Authorized Rep)

(Seal)

Attest: \_\_\_\_\_  
Signature (Town Clerk)

## North Carolina Wastewater Funding Programs Overview

**Division of Water Infrastructure Website:** <https://www.deq.nc.gov/about/divisions/water-infrastructure>

### A) Application Filing

1. Application deadlines are twice a year. The deadlines are typically March and September.
2. If SRF and State Reserve funding are both available, an applicant will simply apply for funding and DWI will slot successful applications into the funding program that best suits the situation (most grant or principal forgiveness, most total dollars etc.)
3. Letter of Intend to Fund (LOIF) letters are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
4. Consult the website for the current application forms.

### B) Engineering Report Submission and Approval (See website for guidance and details)

1. From the Date of the LOIF, an Engineering Report (ER) must be submitted within 4 months.
2. From the Date of the LOIF, the ER must be approved within 9 months.
3. Consult the website for submittal checklists and instructions.

### C) Application Approval by the Local Government Commission

1. For projects with a loan component, the Local Government Commission must approve the ability to take on the requested debt. This is done after the Engineering Report is approved. DWI staff will transmit the required information to the LGC on behalf of the project applicant. **Note that LGC 108A & 108C forms are now not requested by DWI until the ER is approved. The ER approval letter asks the applicant to obtain the forms from the website and return them to DWI. Please do this as soon as possible.**
2. Terms:
  - a) Projects with interest bearing loans will receive the lower of two interest rates. The two rates are the current rate when applications are due and the rate when the LGC approves the loan. The Loan Offer (discussed in D, below) will reflect the lower rate. The rates are ½ the 20-year municipal bond buyers index. Certain, qualifying applications receive 0% interest loans.
  - b) The LGC sets the loan term with a maximum term of 20 years. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. Currently the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.
  - c) Loan Offers can be written for as much as 110% of the LGC approved amount. The applicant must justify this, and request it in writing from the DWI.
  - d) In some rare cases a 30 year term may be available. Please consult DWI management to discuss if this is potentially available for your situation.

### D) Loan Offer

1. After approval of the Engineering Report and debt capacity by the LGC (for loans), a formal Award Offer is prepared which includes the Award's details and applicable assurances and conditions.

- a) Two copies of the Award Offer are sent to recipients. Return the following to DWI:
  - b) One signed copy (keep the other copy) of the Loan Offer.
  - c) Resolution accepting the Award Offer.
  - d) Federal ID and DUNS # form.
  - e) Sales Tax Certification.
  - f) A Fiscal Sustainability Plan (FSP) Certification for certain new SRF projects. This must be returned before a project's final reimbursement will be made.
2. In the event of bids that exceed the project budget, a loan increase for up to 10% can be authorized without additional approval of the LGC. Amounts above 10% require a modified application to be approved by the LGC.
  3. Closing Fees are invoiced with the Authority to Award letter. (paragraph F below). The Award Offer contained an estimated dosing fee but actual dosing costs are based on the total costs after bids are received. Loan Fees are 2% and Grant Fees 1.5%.

**E) Plans and Specifications Approval (see website for guidance and details)**

1. Plans & Specifications must be submitted within **15 months** of the LOIF.
2. Plans and Specifications must be approved within **19 months** of the LOIF letter. This includes issuance of all permits.
3. The project's plans and specifications must be approved by the Division prior to advertising for bids. Changes by addendum must be submitted to the Division for approval. Changes by change order must also be submitted for approval.

**F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract**

1. Issuance of the ATA letter must be within **23 months** of the LOIF letter. Awarding contracts before issuance of the ATA letter is at the risk of the owner.
2. The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however DWI prefers projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It, and the other information described in it, must be submitted to and approved by this office **before contracts can be awarded**. This information is:
  - a. Project Bid Information Form, signed by authorized representative
  - b. Bid tabulation, sealed by the consulting engineer
  - c. Proposals of the successful bidders
  - d. Tentative award resolution from loan recipient subject to DWI approval
  - e. Engineer's recommendation
  - f. Proof of Advertisement
  - g. American Iron and Steel Certification (SRF only)
  - h. MBE/WBE requirements. (Detailed guidance on the website).
3. In an environment where program funding is limited, costs not demonstrated to be needed by the applicant, will immediately be made available in future funding rounds (deobligated).

## **G) Construction Phase of Project**

### **1. Inspections**

- a) Site Inspections will be conducted for all funded projects. Coordinate the Preconstruction Conference with the Inspector assigned to project. The number of inspections performed will be determined based on the length of the project, type of project, amount of funding involved and other factors. Any duly authorized representative of the State will have access to the work site and the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any records pertinent to the funds.
- b) A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation to verify that project elements meet approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the owner, will need to be documented by change order.
- c) Conformance with SRF standard conditions is a primary program responsibility. These include Davis-Bacon and American Iron and Steel currently.
- d) Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to appropriate enforcement agencies. Expeditious and timely use of SRF funds is a program goal and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety which are of concern in their own right.

### **2. Disbursements (\$\$\$)**

#### **a) First Reimbursement**

- i) Approval of Construction Contracts must happen with 24 months of the LOIF letter. The following items are required for approval:
  - o Contract must be fully executed
  - o Notice to Proceed must be executed by owner and contractor
  - o The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after contract date
  - o Original power of attorney must be dated on or after bonds
  - o The contractor must provide current Insurance
  - o All documents must be bound with the specifications
  - o Davis-Bacon Documents must be present in the specifications
- ii) Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted.
- iii) All items under Item D,1.
- iv) Site Certificate
- v) Engineering Contracts and Engineering Procurement Certification (2 items)
- vi) Closing Fee must have been received

- vii) For Loans, promissory note executed and returned to the Local Government Commission (this is requested from the LGC upon receipt of the executed construction contract and is for the amount noted in the ATA letter)

**b) Disbursements - General Information**

- i) Forms can be found online. A sample was included with the Loan Offer
- ii) Disbursement requests should be sent to Jackie Moore; 1633 Mail Service Center; Raleigh NC 27699-1633.
- iii) All items must be approved in advance before being reimbursed.
- iv) One copy of the following information is required for reimbursements:
  - o Reimbursement request form with original signature.
  - o Contractor monthly estimates
  - o Engineering invoices
  - o Invoices for any other approved costs
  - o Eligible land costs will be reimbursed when the land has either been acquired or is under condemnation. In both cases and a copy of an offer to purchase the land must be submitted with the appraisal.
- v) Indicate cumulative totals on the reimbursement form
- vi) Check the appropriate box regarding whether or not contractors have already been paid. Note, that if the DWI funds are needed to pay the contracts, the funds must be disbursed within 3 banking days of receipt.
- vii) As noted in the Award Offer Assurances, sales taxes will be deducted from disbursements if an applicant indicates they intend to seek reimbursement for them from the Department of Revenue. A certification form is provided on our website to indicate what the owner intends to do regarding sales tax.
- viii) Note that Davis-Bacon certified payrolls and materials invoices that support the contract summary invoice do not need to be submitted with reimbursement requests.

**c) Project Closeout and Final Disbursement**

- i) Funds are held at 95% until the final payment is authorized.
- ii) Required items for final payment include:
  - o The inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied and all change orders must have been submitted and approved.
  - o Final invoices must show zero retainage.
  - o Submit to Pam Whitley:
    - ✓ Engineer's certifications.
    - ✓ Owner's Certification of Completion
    - ✓ Signed Closeout Checklist.
    - ✓ Fiscal Sustainability Plan (CWSRF Only).



**H) REPAYMENT (Loans Only)**

1. Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
2. Repayments by the recipient begin on the May 1<sup>st</sup> or the November 1<sup>st</sup> that is between 6 months and 12 months after original project completion in the notice to proceed.
3. The May 1<sup>st</sup> payment includes principal and interest and the November 1<sup>st</sup> payment is only interest.
4. **Interest begins to accrue from the date of completion on the Notice to Proceed.** For multi-prime contracts the General contract will be used to set this date.
5. Construction Manager at Risk and Design Build Contracts, should set a date of completion in that contract.

**I) Eligibility**

**1. Regulatory Authority-CWSRF**

- a) The types of projects that can be funded are loosely defined under Sections 212, 319 and 320 of the Clean Water Act. These can be described as publically owned wastewater treatment and transport systems and stormwater pollution treatment and control projects.

**2. Construction - Items Not Eligible**

- a) Project elements not related to the scope of the approved project.
- b) The SRF will pay to restore project related items such as road patching, sidewalks, fences, seeding, etc. Complete paving of streets unless warranted by disturbance of construction activities, even if required by NCDOT.
- c) Note that items or rework that should be covered by bonds, insurance or liquidated damages will not be covered by the SRF funds.
- d) Any installation of service lines or service laterals outside the right-of-way.
- e) Operation and maintenance type work (e.g. sludge removal not necessary for construction of the project), or items such as spare parts.
- f) Extended warranties or maintenance contracts.
- g) Drinking water facilities are not eligible for CWSRF projects unless changes are necessary to complete the sewer project (e.g. moving a water line, providing potable water to wastewater facility).

**3. Engineering and Technical Services - Eligibility Considerations**

- a) Planning and Design Contracts
  - i. Must include task descriptions and these tasks must be associated with the project being built
- b) Construction Administration and Inspection
  - i) Task Description must be included and tasks must be associated with eligible construction work
  - ii) Typical tasks include but are not limited to: attending meetings, provide plan copies, review testing, review shop drawings, review payment applications, prepare change orders, coordinate with DWI, as-builts
  - iii) Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
  - iv) Invoices must include hours, rate and task
  - v) Contract must be amended to pay beyond the ceiling. Must be accompanied by justification such as a corresponding change order.
- c) Other eligible engineering activities include bidding, O&M manuals, soils reports, hydro-geologic reports, TVing and cleaning of lines etc.

**4. Other Eligibility Notes**

- a) Legal - Legal fees for contract review and for advertisements etc.
- b) Real Property and easements associated with the approved project scope are eligible expenses. All cost items associated with acquiring the property may be paid for if properly documented.
- c) Preparation of permits required by Federal, or State regulations or procedures.
- d) Permits imposed by the applicant such as building permits are not eligible.

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

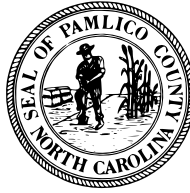
KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

DAVID B. BAXTER, JR.

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March 14, 2024

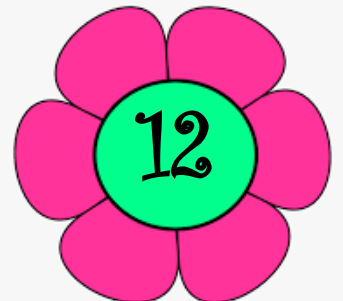
**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Completing Access to Broadband (CAB) Pamlico County Scope of Work

Attached is a scope of work document for the CAB program. The project proposes to install fiber to the homes of 715 residents. For this round, the maximum project cost is \$7,319,056 with the funding distributed as follows: County, \$351,324; State, \$5,621,197; and Provider, \$1,053,974. Eligible locations were determined by utilizing FCC data and can be viewed at the following link:

<https://www.arcgis.com/apps/dashboards/0968e0d6753b4eb59b0b70ebb361f2cb>

The State Broadband Office requested that the Scope of Work be approved by the end of March. They aim to issue the RFP soon and to be under contract with provider(s) by the end of June, 2024. They asked if there were any priority areas. It is my opinion that all unserved locations are priority areas.

Previously, the Board approved using up to \$600,000 in ARPA Revenue Replacement Funds for matching funds. I am requesting that the Board approve the CAB Scope of work and authorize staff to move forward with the project.





NORTH CAROLINA  
DEPARTMENT OF  
INFORMATION  
TECHNOLOGY

**Division of Broadband and Digital Equity**

# **Completing Access to Broadband (CAB) Program**

## **PAMLICO COUNTY SCOPE OF WORK**

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# County Scope of Work Template

## Completing Access to Broadband (CAB) Program

### Section 1. Purpose and Background

Pamlico County ("the county") and the N.C. Department of Information Technology's Broadband Infrastructure Office ("NCDIT" or "the office") are hereby requesting responses from prequalified broadband providers ("vendors," "respondents," or "internet service providers") to build broadband infrastructure and provide broadband service to unserved and underserved locations within the county. The deployment of high-speed internet to homes, businesses, and community anchor institutions within the county would increase efficiency and productivity and create additional opportunities for telemedicine, distance education, teleworking, and more. The availability of high-speed internet is vital to the county's economic development and is a significant priority in the county's long-range plans.

This Scope of Work ("SOW") is part of North Carolina's Completing Access to Broadband ("CAB") program, which is set out in N.C. General Statute § 143B-1373.1. CAB is a collaborative effort between the county and NCDIT. NCDIT issued a statewide IT Convenience Contract to identify broadband providers that have the financial, operational, and technical capacity to deploy broadband infrastructure for the provision of internet service. The Broadband Expansion and Access Request for Proposals that resulted in the Convenience Contract can be found at: [ncbroadband.gov/documents/broadband-expansion-access-rfp/download?attachment](https://ncbroadband.gov/documents/broadband-expansion-access-rfp/download?attachment). Only broadband providers that are prequalified as part of the Convenience Contract may respond to this SOW. A list of eligible providers may be found at [ncbroadband.gov/grants/cab-program](https://ncbroadband.gov/grants/cab-program). Information collected through the Convenience Contract process will also be used as part of the evaluation for this SOW.

Respondents should refer to the CAB Program Guidance for further details regarding the program: [ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment](https://ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment).

### Section 2. Project Requirements

All proposals must meet the following minimum requirements. Failure to meet any of these requirements will result in disqualification from consideration.

1. The respondent must be prequalified pursuant to State Convenience Contract in response to the RFP #41-500280.
2. The project must make broadband service available to agreed-upon eligible locations at the speeds required by the program. Broadband access is considered available if the broadband provider can provide broadband service to a location immediately or within 10 business days upon request and without cost to the customer other than standard connection fees.
3. The project must be designed to reliably meet or exceed speeds of 100 Megabits per second (Mbps) download and 100 Mbps upload upon completion.
4. Project construction must be completed by Oct. 31, 2026.
5. The broadband provider must provide broadband service to the agreed-upon locations at the minimum speed identified in its response for a period of three years after the completion of construction.



6. Eligible costs for the project will be paid on a reimbursement basis. All funds must be expended by NCDIT by Dec. 31, 2026.
7. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made on a reimbursement basis, Respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT.
8. Respondent must submit required documentation with its proposal according to the specifications set out below.

### Section 3. Project Cost and Match Calculations

The total cost of the project will be apportioned among NCDIT, the county, and the selected broadband provider according to the percentages set out in N.C.G.S. §143B-1373.1(e). The amounts and percentages applicable to this project are as follows:

- The County received less than \$4 million in direct American Rescue Plan Act (ARPA) funding.
- The Project may be apportioned either by:
  - *Option A*
    - The selected broadband provider provides 15% of the total project cost;
    - The County must provide at least 5% (minimum contribution) of the total project cost;
    - NCDIT will provide up to 80% (not to exceed \$8 million per county in the current fiscal year), which will come from the ARPA State Fiscal Recovery Funds appropriated to it for the CAB program (the CAB Fund).
  - *Option B*
    - The selected broadband provider proposes to provide more than 15% (minimum contribution) of the total project cost;
    - NCDIT and the County will each provide half of the remainder of the total project cost.

Therefore, based on the county funding amount for this project and the statutory requirements, the following are the amounts that may be proposed:

- The County has committed up to \$600,000.00 to this project.
- Under Option A the apportioned project costs would be:
  - The **maximum** total project cost is \$7,319,056.06 with the County contributing \$600,000.00 to this project; NCDIT contributing \$5,621,197.65, and the broadband provider contributing \$1,097,858.41.
- Under Option B the apportioned project costs would be:
  - The **minimum** total project cost is \$1,411,764.70, with the County contributing \$600,000.00 to this project; NCDIT contributing \$600,000.00; and the broadband provider contributing \$211,764.70.

For additional information on match calculations, see Section 5 of the CAB Guidance. Respondents may submit more than one proposal, within the parameters set forth in Section 4. The cost of all projects may not exceed the maximum total project cost, and the total contribution from the provider for all projects may not exceed the maximum contribution noted above.

#### Section 4. CAB Project Areas and Eligible Locations

NCDIT has published the eligible unserved and underserved Broadband Serviceable Locations (BSLs) within the county in an online interactive map ([NC Completing Access to Broadband \(CAB\) Planning Tool](#)) which is published on [NC One Map](#). These BSLs are derived from Version 3 of the FCC Broadband Data Collection (BDC). Unserved broadband serviceable locations are those without availability to 25Mbps download and 3Mbps upload fixed internet service through fiber, cable, or qualifying licensed fixed wireless service. Underserved broadband serviceable locations are those without availability to 100 Mbps download and 20 Mbps upload through fiber, cable, or qualifying licensed fixed wireless service. These locations have been identified as a result of both the statewide protest process for CAB conducted in January 2024. Please refer to the [CAB Program Guidance](#) for a description of these processes.

When submitting proposed CAB project areas, respondents may propose to serve any eligible unserved and/or underserved locations in the county. Project locations must be submitted as a CSV file listing the BSL location IDs within the proposed project. Projects must be located within or on county boundaries and cannot go outside the county. Within the county, project areas do not need to be contiguous, and non-contiguous locations may be submitted either as part of a larger project or grouped into separate, smaller projects.

*[If applicable]* The county has identified priority areas for this Scope of Work, which are publicly viewable in the CAB Planning Tool on the NC OneMap's Broadband Page. A downloadable CSV file of the eligible locations with BSL location ID's is available in the Data link in the CAB Planning Tool, which includes a field indicating which eligible locations are part of the prioritized area(s).

Respondents are permitted to submit more than one proposed project, not to exceed the statutory maximum as described in Section 3, with the following requirements:

1. Multiple projects submitted by a single respondent must be mutually exclusive; in other words, locations within one submitted project may not overlap to any extent with locations within another submitted project.
2. Respondents must be prepared to implement all submitted project proposals within the county concurrently, as any combination of projects may get accepted for the same contracted buildout period.

If projects proposed by different respondents contain geographic overlap but are determined by the evaluation team to hold sufficient merit to be awarded contracts concurrently, NCDIT may (but is not required to) reach out to the respective respondents to discuss the viability of revising proposals to resolve the overlapping locations in such a way that funding will only be applied to one location (BSL).

Respondents submitting proposals must provide mapping files with the proposal to identify proposed project locations. Mapping files must meet the below requirements:

1. Projects must be defined using Version 3 of the FCC BSL data to identify the specific locations proposed by the internet service provider.
2. The respondent must use the template provided to submit a comma delimited CSV file containing the location IDs corresponding to the unserved and underserved locations to be served through the proposed project. The template is labeled CAB\_ProposedLocationsProject\_County\_YYMMDD.

3. The CSV file of the proposed project locations must be named using the following naming convention: CAB\_ProposedLocationsProject\_County\_YYMMDD.
4. A PDF file showing a county level project map.
5. The CSV and PDF files must be uploaded to the EBS system along with the other required documentation.

## Section 5. Project Budget and Eligible Expenditures

All proposals must provide a total project budget and an average cost per location. The total project budget may not exceed \$\_\_\_\_\_. At a minimum, the total project budget should include the following cost components:

- Easements (one-time fees)
- Materials (fiber, equipment, etc.)
- Construction/Installation
- Testing
- Engineering
- Lease/Collocation Fees (one-time fees)

The respondent agrees that any cost overruns to the contracted project are to be borne solely by the respondent, regardless of the statutory maximum. Once a project is contracted, additional locations cannot be added. Further, the state shall not be obligated for funds committed for project costs from the CAB Fund in excess of those sums appropriated by the general assembly to the CAB Fund.

The respondent also agrees and understands that county and NCDIT funding will be administered by NCDIT and reimbursed to respondent only upon receipt of satisfactory documentation of eligible expenditures. No funding will be advanced in the form of an upfront payment.

Expenditures eligible for reimbursement are only those directly related to the construction of broadband infrastructure, including installation, acquiring or updating easements, backhaul infrastructure, testing, engineering, and any other costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment. Overhead or administrative costs are not eligible for reimbursement. N.C.G.S. § 143b-1373.1(b).

In addition, the following expenditures are not eligible for CAB award funding and should not be submitted to NCDIT for reimbursement or credited towards the match requirement: middle mile, backhaul, and other similar projects not directed at broadband service for end users; lease payments; and expenditures related to areas where the respondent has been designated to receive funds through other state or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with 18 months or for the duration of the federal funding program for that area, or if the respondent is otherwise in good standing with the funding agency's regulations governing the funding program.

Eligible expenditures for materials incurred since March 15, 2021, may be reimbursed, subject to the respondent's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.



The internet service provider will ensure that any funds received for this project are utilized for their intended purpose.

## **Section 6. Reporting and Monitoring**

NCDIT will monitor this project to ensure that adequate progress is being made toward achieving the project milestones and that funds are expended appropriately. At NCDIT's discretion, monitoring may include, but is not limited to, progress reports, site visits, financial reviews, and audits. The frequency and type of monitoring will depend on the internet service provider's risk level as determined by risk assessments conducted by NCDIT. NCDIT may assess risk at any time, including prior to award, and may use documentation provided as part of the response to the Broadband Expansion and Access RFP.

Respondent will: cooperate fully and in a timely fashion with NCDIT's risk assessments and monitoring; provide all information required by NCDIT in progress reports; maintain reports and accounting records specific to this project, make available all reports and records for inspection; authorize the release of information from third parties such as financial institutions; and generate any reports regarding the project as requested by NCDIT.

Failure to make adequate progress towards completion of this project, which may be demonstrated by, among other things, failure to submit progress reports or meet required milestones, may constitute a material breach of obligations and result in termination and forfeiture of awarded or expended funds.

More specific terms related to record-keeping, reporting, and monitoring may be found in the Convenience Contract and in Attachment A: Special Terms and Conditions.

## **Section 7. Evaluation of Responses**

### **Evaluation Methodology**

An evaluation committee consisting of representatives from NCDIT and the county will review and evaluate submitted proposals. The committee will conduct its evaluation of proposals using a best value methodology. A best value procurement is the "selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor." N.C.G.S. § 143-135.9. Award decisions are made based on multiple factors, such as the total cost of the project, the technical merit of the proposal, and the probability of the respondent performing on time, with high quality, and in a manner that accomplishes the objectives of this SOW. N.C.G.S. § 143-135.9; 09 NCAC 06b .0302(f). The award will be made to the respondent whose proposal is determined to be the most advantageous and best value to the State of North Carolina, using all evaluation criteria set forth herein.

### **Evaluation Criteria**

Please submit a proposal that addresses the specifications listed below. The committee will evaluate responses based on their substantial conformity with these specifications, which are listed in order of importance. The committee will compare responses by identifying strengths and weaknesses measured against these criteria, and it will identify the offer that best addresses the stated priorities and balances price and quality.

Some of the information requested below should have been included in your response to the Request for Proposal certified in August 2023. You may reference your RFP submission where applicable rather than re-submit the same information. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee. See below for instructions on submitting the required information.

**I. Ability of the Respondent to Perform**

**A. Financial Qualifications.** Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made available on a reimbursement basis, respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT. The following information is required in response to this SOW and will be evaluated along with the financial information provided in your response to the RFP.

1. **Updated Financial Solvency Information:** Describe any significant changes in your financial position since your RFP response submission. If you are not a publicly traded company, provide:
  - a. A Statement of Financial Position (Balance Sheet);
  - b. An Income Statement (Profit & Loss Statement);
  - c. Your most recent fiscal year-end financial statements; and
  - d. Interim quarterly financial statements since the date of the most recent fiscal year-end financial statement.
2. **Cash Match Attestation:** Provide an attestation that respondent has sufficient cash match to cover this project and state whether the cash match will be from a loan or existing funds. The awarded respondent will be required to deposit the full amount of the match in a separate account within 15 days of being notified of an award and provide NCDIT with a copy of a bank statement for that account, or otherwise comply with Term and Condition No. 9 set out in Attachment A.
3. **Updated Information on Deployment Grants:** Provide a list of all broadband deployment projects funded by grants in North Carolina or geographically adjacent states that have been awarded to respondent since Aug. 1, 2023. Include the award date, award amount, expected end date of the project, granting agency, and location of the project; also include the outstanding financial/matching fund obligations due from the respondent for project completion. You do not need to include grants awarded by NCDIT.

**B. Past performance.** State how many federal and state broadband grant projects you have been awarded and whether you have been defaulted, terminated, or otherwise failed to complete any projects in the required timeline, have been accused of failing to complete any projects in the required timeline, or have forfeited or been asked to return any awarded or expended funds, or been notified by the grantor that you had failed to meet project milestones or timelines or submit required progress reports or other documentation.

**C. Experience.**

1. Describe your experience building, managing, and maintaining projects of similar size and scope.
2. Describe your experience providing customer service and support to end users of your high-speed internet offerings.

**II. Technical Merits of the Project**

- A. Describe the technical approach for this project, including infrastructure, technology type, equipment, and last-mile solutions. Include a broad description of network planning for any central office, head-ends, middle mile fiber, colocations, and remote terminals, to demonstrate that the respondent has sufficient network planning in place to provide the needed service. Based on U.S. Treasury guidance, fiber projects receive prioritization over other technology types.
- B. Provide a description of network and equipment redundancy and resiliency that will be built into the network.
- C. Please describe proposed speed tiers to be offered to end users. For all locations, the proposed project must be designed to meet or exceed speeds of 100 Mbps symmetrical upon completion.
- D. To consider whether the broadband service options offered will be affordable within the proposed service areas, please provide examples of current pricing information for different speed tiers offered in nearby or similar areas. The FCC's urban rate survey U.S. Benchmark Rate will be used as a baseline for analyzing affordability of these plans.
- E. Describe the company's operational systems identified in 1-4 below. If applicable, state that NCDIT should rely on the information submitted in your response to the RFP. Provide any updates since that submission or information specific to this project.
  1. Participation in FCC's Broadband Data Collection system;
  2. Commitment to protection of subscriber data;
  3. Subscriber support for network access issues including, lack of service, underperforming service, or issues with equipment; and
  4. Billing and customer service.

### III. Cost and Scope of the Project

- A. Submit a project budget as described in Section 5 above that identifies the total project cost and average cost per location.
- B. Identify the total number of locations proposed to be served, including how many locations are households, businesses, and community anchor institutions.
- C. *[If county did not identify priority areas, use this section]* Using the map of eligible locations within the county published in the CAB Planning Tool, submit required mapping information. NCDIT will review and identify the following to be served by your proposal (listed in order of importance):
  1. The number of unserved locations in the county; and
  2. The number of underserved locations in the county
- D. *[If county did identify priority areas, use this section]* The county has identified a geographical area or areas to receive additional weight in evaluating proposals. These locations are publicly viewable in the CAB Planning Tool on NC OneMap's Broadband page, which also contains a downloadable CSV file indicating the eligible BSL location IDs for the locations within the priority area(s). Using this map, submit required mapping information. NCDIT will identify the following to be served by your proposal (listed in order of importance):
  1. The number of unserved locations inside the priority area;
  2. The number of underserved locations inside the priority area;
  3. The number of unserved locations outside the priority area; and
  4. The number of underserved locations outside the priority area.



## Other Evaluation Processes

The evaluation committee reserves the right to take any of the following actions: cancel this SOW if funds are not available or needs have changed; disqualify any responses to this SOW for nonconformance to the terms described herein; negotiate with specific respondents to achieve the best value; if negotiations are conducted, establish a timeline for the submission of a best and final offer; and extend the time to respond to this SOW. Furthermore, the evaluation committee may within its discretion reject any response in whole or in part for the following reasons:

- Response is deemed unsatisfactory in terms of quantity, quality, delivery date, price, or service.
- Response does not comply with conditions of the SOW or with the intent of the proposed contract.
- Lack of competitiveness.
- Errors in specifications or indications that a revision of the SOW would be advantageous.
- Cancellation or changes in circumstances eliminate the need for the SOW.
- Limited or lack of funding available.
- Circumstances prevent the determination of the lowest responsible or most advantageous response.
- Any other basis that rejection would be in the best interest of the State of North Carolina.

If no acceptable responses are received but NCDIT determines that a new SOW is not in the best interests of the state, NCDIT may, but is not required to, conduct negotiations in writing with all sources that can meet the requirements.

NCDIT may, but is not required to, reach out to respondents to inquire about clerical errors and seek clarifications pursuant to 09 NCAC 06B .0307.

## Section 8. Submission Requirements and Instructions

The deadline for submission is \_\_\_\_\_, 2024, at 5 p.m. All proposals must be received by that time. Late responses will not be considered.

Proposals submitted in response to this SOW are being accepted through the Enterprise Business Services (EBS) system. Instructions for gaining access to EBS and for uploading proposals into EBS may be found at [ncbroadband.gov/CAB](http://ncbroadband.gov/CAB). If you do not currently have access to the EBS system, please note that the process to receive credentials may take several weeks. **Therefore, to submit a timely proposal, you must begin the process of seeking access to EBS well in advance of the deadline noted above.**

A signature page is located at the end of the SOW, after the terms and conditions set out in Attachment A and project milestones in Attachment B. A signature by an authorized representative of your company indicates agreement with the requirements and specifications of this SOW, the terms and conditions, as well as the following statements:

1. The information submitted in response to this SOW is true and accurate.
2. The information submitted in response to the Broadband Expansion and Access RFP and to this SOW will be relied upon in consideration of this proposal.

3. If selected for a contract pursuant to this SOW, any commitment made in this proposal is a binding term of the contract.

Each respondent must complete a CAB Project Response Form, which may be found at [ncbroadband.gov/CAB](http://ncbroadband.gov/CAB). This form serves as an overview of the proposal. Additional information not covered in the form must be uploaded separately as described below.

All documents and information listed below must be included in the proposal submitted in the EBS portal. Failure to submit any item in this list may result in disqualification from consideration. This list is an outline; please refer to the relevant sections of this SOW for more complete descriptions of the required information.

1. Executed Scope of Work. This full SOW, including the executed signature page, should be saved in an Adobe PDF format and uploaded as a standalone document. **Do NOT submit only the signature page.**
2. CAB Project Response Form. This should be saved in an Adobe PDF format and uploaded as a standalone document.
3. Updated Financial Information. See I.A.1, above.
4. Mapping Documents: CSV File and .PDF File showing a county-level project map. Naming convention: CAB\_ProposedLocationsProject\_County\_YYMMDD.
5. CAB Project Budget Template.
6. Byrd Anti-lobbying Certification.
7. No Overdue Tax Debts Certification.
8. Key Personnel Form.
9. Documentation of Affordability Program (participation in ACP or similar program).

The CAB Project Response Form, Mapping template for the CSV file, CAB Project Budget Template, Byrd Anti-Lobbying Certification, No Overdue Tax Debts Certification, Key Personnel Form, and guidance on Documentation of Affordability Program may be found at [ncbroadband.gov/CAB](http://ncbroadband.gov/CAB).

Where applicable, you may reference your RFP submission rather than re-submit the same documentation. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee.

Upon issuance of this SOW, employees and representatives of NCDIT and the county other than the identified point of contact will not discuss the contents of this SOW with any prequalified respondent or its representatives. Failure of a respondent and any of its representatives to observe this restriction may result in disqualification of any related response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

## ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

All terms and conditions from the Broadband Expansion and Access Request for Proposal (RFP # 41-500280 and Requisition # WS687900762) and the Convenience Contract resulting therefrom are incorporated herein and apply to this Scope of Work (together, the "agreement"). All information submitted to NCDIT pursuant to that RFP and in response to this SOW is part of the respondent's offer and will be relied upon in consideration of this proposal.

If the respondent is selected for a contract pursuant to this SOW, any commitment made by the respondent in its response hereto is incorporated herein and is a binding term of the contract.

In addition to the terms and conditions set out in the Broadband Expansion and Access RFP, the following terms and conditions apply to any project awarded pursuant to this Scope of Work.

### Monitoring and Reporting

1. **Project Monitoring.** NCDIT will monitor this project, both on behalf of itself and the county, either directly or through contractors. NCDIT will monitor to ensure that adequate progress is being made towards achieving the project milestones set out in Attachment B herein and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the project budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions herein and in the Convenience Contract. Monitoring may include, at NCDIT's discretion, progress reports, site visits, document requests, financial reviews, and audits. The frequency and type of monitoring will depend on respondent's risk level as determined by the risk assessment. NCDIT will provide the county with all progress reports, financial reports, audits, technical reports, and reports from site visits within 10 business days of their completion, including supporting documentation.
2. **Risk Assessments.** NCDIT will conduct risk assessments to determine the appropriate monitoring needs of the project. NCDIT may assess this risk at any time, including prior to award, and may use documentation provided as part of respondent's response to the Broadband Expansion and Access RFP. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a project is low risk, medium risk, or high risk and implement or change monitoring and reporting requirements accordingly.
3. **Cooperation in Monitoring.** Respondent will cooperate fully and in a timely fashion with NCDIT's monitoring of the project and waives any objection to NCDIT's determination of the project's risk level or monitoring needs.
4. **Reporting Compliance.** Respondent will, within the timeframe specified by NCDIT, (1) provide the information required by NCDIT in all progress reports; (2) maintain reports and accounting records specific to this project and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) generate reports regarding the project as may be requested by NCDIT, including a final report after project completion.



5. **Failure to Report.** Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT receives the delinquent report and the report meets with NCDIT's approval. Failure to submit required reports or other documentation as requested by NCDIT within the timeframe specified by NCDIT may, within NCDIT's discretion, result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding.
6. **Failure to Make Progress.** Failure to make adequate progress towards completion of this project, which may be demonstrated by (among other things) failure to submit progress reports or meet required milestones, may, within NCDIT's discretion, constitute a material breach of respondent's obligations and result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding. NCDIT may, at any time during the proposal process or the lifespan of the project, also impose additional reporting requirements and/or award conditions upon respondent. These additional requirements and/or conditions may include, but are not limited to: withholding authority to proceed to the next phase of the project until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring respondent to obtain technical or management assistance; and establishing prior approvals.
7. **Final Report.** Within 30 days after the completion of construction, respondent shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the project. The final report shall include a review of performance and activities over the entire project period. In the final report, respondent shall include the following:
  - a. A description of the project and how it was implemented;
  - b. To what degree the established objectives were met;
  - c. The difficulties encountered;
  - d. The number of locations served and whether those locations are households or businesses;
  - e. Mapping data sufficient to identify all locations served and infrastructure built;
  - f. Total final cost of the project;
  - g. Cost per location served;
  - h. Speed levels, data allowances, and pricing options for all service levels offered to end consumers;
  - i. Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
  - j. Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the proposal are available throughout the project area to any end user connections; and
  - k. Any other information requested by NCDIT.
8. **Financial Records.** Respondent shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the project in such a manner as to clearly identify and document the expenditure of the funds provided for this project from accounts for other awards, monetary contributions, or other revenue sources. Respondent shall retain all financial records, supporting documents, and all other pertinent records related to this project for five years after project completion, but in the event such

records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. **Separate Account.** At all times during the term of this agreement, respondent is required to deposit and maintain the full amount of the CAB funds, minus any authorized expenditures for progress made on the project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other CAB projects awarded to respondent. Respondent must produce documentation from its bank or financial institution verifying account and fund segregation within five business days of request by NCDIT.
  - a. As an alternative to maintaining the separate account, and only if requested in writing by respondent and agreed to in writing by NCDIT at NCDIT's sole discretion, respondent shall (1) maintain, for the life of the project under this agreement, a discrete budget that fully funds the CAB funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line-item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line-item in respondent's master capital budget management system within five business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 100% of the CAB funds awarded, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. A respondent who satisfies these conditions shall be deemed to satisfy the separate account requirement.
10. **Audits.** Respondent shall have a financial audit performed at least annually by an independent Certified Public Accountant. Respondent shall provide notice to NCDIT of the completion of such audits and will, upon request from NCDIT, provide access to audits and other financial information related to this agreement upon request. Respondent certifies that it will provide NCDIT with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement. The costs of audits shall not be allowable charges under this agreement.

#### Project Changes

11. **Material Changes.** A material change is any material alteration in, change to, or reduction of the project, including without limitation, a change in technology type, reduction in the number of locations to be served, reduction in the project area, change in total project cost by 10% or more, or the extension of time for construction. An amendment is required for a material change. Accordingly, prior to implementing a proposed material change, respondent shall submit the proposal to NCDIT for review and approval. Respondent shall not make a material change unless and until (1) the requested material change is expressly approved by NCDIT in writing and (2) an amendment is executed pursuant to the terms of this agreement. Amendments to this agreement requested by either party shall only take effect if and when agreed to in writing by both NCDIT and respondent. If respondent implements a material change without first obtaining written approval from NCDIT and an amendment, it will be subject to the remedies set forth in herein.
12. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the project, including without limitation, change in key personnel, project milestones, a change in total project cost by less than 10%, or transfer costs between



project expense line items detailed in the proposal. For a request to transfer costs between line items, all of following criteria must be met: (a) respondent provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this agreement; (c) the project funding amount, match amounts, and the total project cost are not modified; and (d) the requested revision is less than 10% of the total project cost. There shall be no project changes unless expressly approved by NCDIT. Prior to implementing a proposed project change, respondent shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed change. Any NCDIT-approved project change shall be made in writing by an authorized representative of NCDIT. NCDIT, in its sole discretion, may deny the requested project change, in which case the following alternatives would apply: (1) the project may be completed without changes; (2) the CAB funding may be rescinded by NCDIT if the project cannot be completed; (3) the CAB funding to the respondent may be rescinded by NCDIT and awarded to an alternate broadband provider pursuant to the CAB statutes; or (4) Respondent may withdraw from the project and return any project funds received to date, among other remedies as described herein. If respondent implements any project change without first obtaining written approval from NCDIT, it may be subject to the remedies set forth herein, unless NCDIT (in its sole discretion) expressly waives this requirement of project change review in writing.

13. **Changes that Affect Performance.** Respondent shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this agreement or the project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a material change or a project change.
- a. Any requests for extensions of time may either be deemed a material change or a project change in the sole discretion of NCDIT. If a project or material change to the budget has been requested, reimbursement requests may be delayed pending the approval of the project or material change.
  - b. If changes to the budget have been made without the prior approval of NCDIT, no reimbursement shall be made until the process for a material change has been completed.
  - c. In the event of a cost overrun or an increase in the total project cost, the amount of CAB funding shall not change. Respondent shall bear sole responsibility for any and all increased costs related to the project. In the event of a change in the total project budget that is 10% or more or a cost underrun, respondent must notify NCDIT, in writing, and submit a revised budget and narrative explaining the budget change or reduction of costs.
  - d. If respondent determines that the actual costs of the project are less than the funded amount, it shall report this determination to NCDIT and shall return any surplus funds it has received.

#### Termination and Remedies

14. **Termination by NCDIT for Default or Breach.** If respondent fails to fulfill in a timely and proper manner its obligations required under this agreement or violates or fails to comply with any of the covenants or stipulations under this agreement or any applicable laws, rules, and regulations, and such default or breach is not cured within 30 calendar days of respondent's receipt of written notice of such default or breach, then NCDIT shall have the

right to terminate the agreement on any future date after giving respondent ten calendar days' written notice of termination. Any termination notice shall specify the termination date of the agreement and the agreement shall terminate automatically upon that date. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

15. Immediate Termination by NCDIT. Upon discovery of respondent's commission of fraud, NCDIT may immediately terminate this agreement by written notice. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.
16. Termination by Mutual Consent. This agreement may be terminated at any time upon the mutual consent of NCDIT and respondent.
17. Termination due to the Unavailability of Funds. If federal funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, NCDIT shall have the right to terminate this agreement after giving respondent written notice of termination at least 20 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this agreement. Upon notice, respondent shall not expend any CAB funds without NCDIT's express written authorization. Upon termination of this agreement, the state shall have no responsibility to make additional payments to respondent.
18. Termination Procedures. All notices of termination of this agreement shall be given in accordance with the notice provisions of this SOW. If this agreement is terminated, respondent may not incur new obligations for the terminated portion of this agreement after it has received the notification of termination. Respondent shall cancel as many outstanding obligations as possible. Costs incurred by respondent after receipt of the termination notice will be disallowed. Respondent shall not be relieved of liability to NCDIT because of any breach of this agreement by respondent. NCDIT may, to the extent authorized by law, withhold payments to respondent for the purpose of set-off until the exact amount of damages due NCDIT from respondent is determined. Termination of duties of performance do not terminate respondent duties with respect to closeout reporting, record retention, access to records, and compliance with government audits.
19. Reduction in Scope. If respondent desires to reduce the scope of the project, including without limitation, a reduction of the number of locations to be served, it is required to comply with the procedures and requirements for a material change. Respondent acknowledges and agrees that if NCDIT, through a written amendment to this agreement, permits respondent to reduce the scope of the project, NCDIT may reduce the amount of the CAB funding by the corresponding reduction in locations. Upon receiving request to reduce the scope of the project, NCDIT may, in its sole discretion, terminate this agreement. If the respondent reduces the scope of the project without first obtaining approval from NCDIT and entering into an amendment, NCDIT may terminate this

agreement. Upon termination for a reduction in scope, NCDIT may seek all remedies available to it by law and set forth in this agreement. Respondent further agrees that it may be responsible for the following repayment or "clawback" payments:

- a. If respondent fails to make service available to the number of locations identified in its proposal or fails to maintain service to those locations for the period of time required, NCDIT shall reduce its CAB funding by the product of the average cost per location and the number of locations not served. If such payments have already been made to respondent, respondent shall repay to NCDIT an amount equal to the product of the average cost per location and the number of locations not served. This remedy is not exclusive to any other remedy available to NCDIT, including termination and clawback or payment of additional amounts.
  - b. NCDIT shall notify respondent in writing of the amount to be repaid and direct respondent to repay such amount directly to NCDIT. All such amounts shall be due immediately upon demand by NCDIT. If not paid within 30 days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, NCDIT may employ an attorney to enforce its rights and remedies, and respondent hereby agrees to pay the legal costs and reasonable attorneys' fees of NCDIT plus all other reasonable expenses incurred by NCDIT in exercising any of its rights and remedies upon such default.
20. **Improper or Ineligible Payments.** Any item of expenditure by respondent under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the U.S. Department of the Treasury, the N.C. Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of respondent, shall become respondent's liability, and shall be paid solely by respondent, immediately upon notification of such, from funds other than those provided by NCDIT under this agreement. This provision shall survive the expiration or termination of this agreement.
21. **Termination and Remedies Acknowledgement.** Respondent acknowledges and agrees that the rights and remedies of NCDIT as set forth herein and elsewhere in this agreement are not exclusive and are in addition to any other rights and remedies provided by statute, regulation, or other applicable law or equitable doctrine.

#### General Provisions

22. **Implementing Laws, Rules, and Regulations.** This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the CAB program, including, but not limited to, the following:
- a. The CAB statute at N.C.G.S. 143B-1373.1 and all applicable laws, rules and regulations of the State of North Carolina.
  - b. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.
  - c. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022)



and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

- d. Provisions of the Supplementary Broadband Guidance relevant to contractors, found at [SLFRF and CPF Supplementary Broadband Guidance \(treasury.gov\)](https://www.treasury.gov/press-releases/Pages/pr20220127.aspx).
- e. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury regarding the administration of ARPA and SLFRF funds.

23. Conflicts of Interest. Respondent certifies to NCDIT that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of NCDIT or the county involved in the selection, award, or administration of this agreement (each a "covered individual"); no member of a covered individual's immediate family; no partner of a covered individual; and no organization (including respondent) which employs or is about to employ a covered individual; has a financial or other interest in, or has received a tangible personal benefit from, respondent. Should respondent obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent further certifies to NCDIT that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of NCDIT or the county. Should respondent obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent understands that (1) NCDIT will use ARPA funds to pay for the cost of this contract and (2) the expenditure of ARPA funds is governed by the Conflict of Interest Policy of NCDIT, the federal requirements, and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234 through 234.3). Respondent must disclose in writing to NCDIT any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

24. Conflict of Interest Policy. Every respondent shall file with NCDIT a copy of respondent's policy addressing conflicts of interest that may arise involving the respondent's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as respondent's employees or members of its board or other governing body, from the disbursing of state funds to respondent, and shall include actions to be taken by respondent or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before NCDIT may disburse funds. Respondent's failure to follow its policy may result in NCDIT refusing reimbursement requests and termination of the agreement.

25. Licenses, Certifications, Permits, Accreditation. Respondent shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to NCDIT proof of any licensure, certification, permit or accreditation upon request.

26. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. Each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding

obligations, or as required by applicable law or regulation without written permission from the other. In any such statement, the relationship of the parties shall be accurately and appropriately described.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), NCDIT encourages respondent to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), NCDIT encourages respondent to adopt and enforce policies that ban text messaging while driving.
29. Ownership of Network. Respondent shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the project pursuant to this agreement.
30. Indemnification. Respondent hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, NCDIT), and its officers, employees, agents and attorneys (together, the "indemnified parties"), from any claims of third parties arising out of any act or omission of respondent or any third party in connection with the performance of this agreement and for all losses arising from the agreement's implementation. Without limiting the foregoing, respondent hereby releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the project identified in this agreement, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether arising out of acts, omissions, or negligence of respondent or of any third party or of any of its agents, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the agreement. Respondent further warrants that it will comply with all relevant and applicable federal requirements and laws, and will release, indemnify and hold harmless the indemnified parties from any claims or losses resulting to the indemnified parties from its noncompliance with such federal requirements or law in the performance of this agreement.
31. Merger, Consolidation, or Sale. Respondent agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of respondent contained in this agreement, subject to the prior written consent of NCDIT if such action constitutes an assignment of respondent's obligations under this agreement. If respondent so merges, consolidates, or sells its assets without prior written consent, it agrees to make any payment due under this agreement to NCDIT upon request and as directed. Further, a



merger, consolidation, or sale without prior written consent shall constitute a material default under this agreement, and NCDIT may terminate this agreement upon written notice and hold respondent liable for any such payment provided for under this agreement.

32. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this section, if respondent ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding during the term of this agreement, it shall be cause for termination. Respondent shall give NCDIT immediate notice of the event. Upon such termination, respondent shall pay the applicable repayment or clawback amount to NCDIT upon request, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.
33. **Subcontractor Agreements.** Upon request by NCDIT, respondent shall provide copies of any agreements made by and between respondent and any subcontractors for the purpose of performing services to fulfill its obligations under this agreement.
34. **Sovereign Immunity.** Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the state under applicable law.
35. **Waiver of Objections to Timeliness of Legal Action.** Respondent knowingly waives any objections it has or may have to timeliness of any legal action (including any petition for contested case hearing or civil action) by the state (including, without limitation, NCDIT) to enforce its rights under this agreement. This waiver includes any objections respondent may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
36. **Use of EBS Required.** Respondent acknowledges and agrees to use and to obtain and maintain account access to use Enterprise Business Services (EBS) in connection with its proposal and performance under this agreement.
37. **Notice.** All notices required or permitted by this agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed to respondent to the offeror using the name, physical address, and email address listed on the signature page of this SOW. Notice to NCDIT by email shall be addressed to [CABprogram@nc.gov](mailto:CABprogram@nc.gov) with cc to [Creecy.johnson@nc.gov](mailto:Creecy.johnson@nc.gov). Notice to NCDIT by mail shall be addressed to the Director of the Broadband Infrastructure Office, N.C. Department of Information Technology, P.O. Box 17209, Raleigh, NC 27619-7209, with cc to Creecy Johnson, Legal Counsel, at the same address.
38. **Representations, Warranties, and Certifications.** Respondent hereby represents, warrants, and certifies that:
- a. Respondent's proposed project area is eligible.
  - b. The information provided in respondent's proposal is true and accurate.

- c. The signatory on the proposal has been fully authorized by respondent's governing body to file the proposal.
  - d. If awarded a contract, respondent will properly and timely submit all documentation requested by NCDIT.
  - e. Respondent has substantially complied with and/or will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to this project.
  - f. Respondent has no citation under the Occupational Safety and Health Act that has become a final order within the past three years for willful serious violations or for failing to abate serious violations.
  - g. Respondent is not in default on any loan or grant previously made by the state of North Carolina.
  - h. No member of management or any principal of respondent has ever been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety.
  - i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body, that is either pending, or to the knowledge of the respondent, threatened against or affecting the respondent, that could or might adversely affect the project, any of the transactions contemplated by this agreement, the validity or enforceability of this agreement, the abilities of respondent to discharge their obligations under this agreement, respondent's finances or operations, or that would reasonably be expected to impact NCDIT's decision to award a contract. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the project, this agreement and this agreement may be terminated by NCDIT.
  - j. Respondent is solvent, is financially capable of performing the project responsibilities, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that respondent was not solvent, was not financially capable of performing its responsibilities under this agreement, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not duly authorized to do business under North Carolina law, respondent may require repayment from respondent or invoke any other remedies available to NCDIT under this agreement.
39. CAB Program Guidelines. NCDIT policy related to the performance of this project is set out in the CAB Program guidelines, which may be amended, modified, or supplemented. Guidelines and other documentation are available at [ncbroadband.gov/funding-programs](https://ncbroadband.gov/funding-programs), [ncbroadband.gov/grants/cab-program](https://ncbroadband.gov/grants/cab-program), and [ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment](https://ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment)
40. Binding Effect. The terms of this agreement are and shall be binding upon the parties and their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto. The parties must disclose this agreement to any such person or entity described in this section.

## ATTACHMENT B: Project Milestones

Milestone	Due Date
<ul style="list-style-type: none"> <li>Initial status of the engineering and design of the project</li> <li>Initial list of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment</li> </ul>	Reported in First Progress Report
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment</li> </ul>	Reported in Second Progress Report
<ul style="list-style-type: none"> <li>Minimum of at least one Reimbursement Request has been submitted</li> </ul>	Submitted within 6 months of Effective Date
<ul style="list-style-type: none"> <li>Evidence of the start of construction</li> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment</li> </ul>	Reported in Fourth (end of first year) Progress Report
<ul style="list-style-type: none"> <li>Minimum of two cumulative Reimbursement Requests have been submitted</li> </ul>	Submitted within 1 year of Effective Date
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment</li> <li>Access is available to 10% of the locations with submission of addresses in the format designated by the office</li> </ul>	Reported in Sixth Progress Report
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment</li> </ul>	Reported in Seventh Progress Report
<ul style="list-style-type: none"> <li>Completion of the Construction Period</li> <li>Access is available to 100% of the locations with submission of addresses in the format designated by the office</li> <li>Beginning of Maintenance Period</li> </ul>	Reported in End of Construction Period Final Report
<ul style="list-style-type: none"> <li>All reimbursement requests have been submitted</li> </ul>	Final submission within 30 days of End of Construction or by Oct. 31, 2026, whichever is sooner
<ul style="list-style-type: none"> <li>Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement</li> </ul>	Reported in Maintenance Y1 Annual Report
<ul style="list-style-type: none"> <li>Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement</li> </ul>	Reported in Maintenance Y2 Annual Report
<ul style="list-style-type: none"> <li>Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement</li> </ul>	Reported in Maintenance Y3 Annual Report



<b>STATE OF NORTH CAROLINA</b>	<b>SOW No.</b>
N.C. DEPT OF INFORMATION TECHNOLOGY  DIVISION OF BROADBAND AND DIGITAL EQUITY	<b>Issue Date:</b>
<b>Refer <u>ALL</u> inquiries regarding this SOW to:</b>	<b>Proposal Due Date:</b>
	<b>Description:</b> _____ County Scope of Work for the Completing Access to Broadband Program

**OFFER AND ACCEPTANCE:** NCDIT seeks proposals for the project described in this Scope of Work. NCDIT's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this SOW, (3) requirements and specifications, (4) Terms and Conditions in the Broadband Expansion and Access RFP, and (5) the agreed portions of the awarded Vendor's offer.

**EXECUTION:** In compliance with this Scope of Work, and subject to all the conditions herein, the undersigned offers and agrees to provide the goods and services offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

<b>OFFEROR:</b>			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY, STATE & ZIP:		TELEPHONE NUMBER:	TOLL-FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 90 days from date of offer.

**ACCEPTANCE OF OFFER:** If any or all parts of the proposal are accepted, an authorized representative of NCDIT shall affix his or her signature hereto.

<b><u>FOR STATE USE ONLY</u></b>
Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,
by _____ (Authorized representative of NCDIT).

	County contribution (5%)	Max total project cost	Max BIO (80%)	Actual BIO (up to \$8m)	ISP contribution (15%)
A	600,000.00	12,000,000.00	9,600,000.00	0,000,000.00	1,800,000.00
A	500,000.00	10,000,000.00		8,000,000.00	1,500,000.00
	351,324.85	7,026,497.06		5,621,197.65	1,053,974.56
	600,000.00	7,319,056.06		5,621,197.65	1,097,858.41
		minimum	half	half	min 15%
B	600,000.00	1,411,764.71	600,000.00		211,764.71

GREAT>CAB
\$2,378,802.35

\$6,221,197.650  
\$7,319,056.059  
\$1,097,858.41

1,411,764.71

Row 5 is not a viable option as it would require over the required "up to \$8 million" contribution by NC BIO

Row 6 are the amounts at the maximum "up to \$8 million" contribution by NC BIO

Row 7 are the amounts based on the stated percentages but deducting the \$2,378,802.35 GREAT>CAB grant funding already issued this fiscal year from the "up to \$8 million" contribution from NC BIO

Row 8 are the amounts based on the "up to" amount the County selected to contribute toward a project and deducting the \$2,378,802.35 GREAT>CAB grant funding

County contribution (5%)		Max total project cost	Max BIO (80%)	Actual BIO (up to \$8m)	ISP contribution (15%)
A	600,000.00	42,000,000.00	9,600,000.00	8,000,000.00	1,600,000.00
A	500,000.00	10,000,000.00		8,000,000.00	1,500,000.00
	351,324.85	7,026,497.06		5,621,197.65	1,053,974.56
	600,000.00	7,319,056.06		5,621,197.65	1,097,858.41
half	minimum	1,411,764.706	half	half	min 15%
B	600,000.00		600,000.00		211,764.71

1,411,764.71

GREAT>CAB  
\$2,378,802.35

\$6,221,197.650  
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**BOARD OF COMMISSIONERS**

**CHAIRMAN**

CANDY BOHMERT – TOWNSHIP #2

**VICE-CHAIRMAN**

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

PAT PRESCOTT - TOWNSHIP #1

EDWARD RIGGS JR. – TOWNSHIP #3

CARL OLLISON - TOWNSHIP #4

MISSY BASKERVILL - TOWNSHIP #5



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**

TIMOTHY A. BUCK

**CLERK TO THE BOARD**

TRACY BOYD

**COUNTY ATTORNEY**

DAVID B. BAXTER, JR.

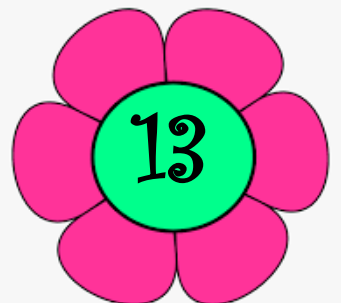
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March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Approval of Cutter Bay Subdivision

At their February 27<sup>th</sup> meeting, the Planning Board approved the Cutter Bay Subdivision and is recommending that the Board of Commissioners approve the plats. A copy of the plat is included in your board meeting packet. Based on the approval of the Planning Board, the subdivision meets the requirements of the Pamlico County Subdivision Ordinance.

I am requesting that the Board consider approval of the plat and authorize the Chair to sign the map.



**BOARD OF COMMISSIONERS**

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DOUG BRINSON - AT LARGE

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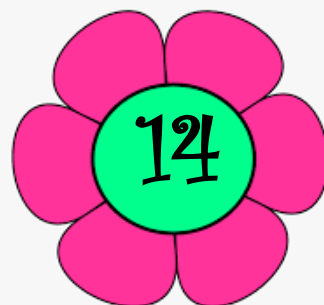
March 14, 2024

**TO:** Chair Bohmert and Pamlico County Board of Commissioners  
**FROM:** Tim Buck, County Manager  
**RE:** Waterline Extension Application for Cutter Bay Subdivision

Developers of Cutter Bay Subdivision submitted plans and specifications to staff for review and is requesting that the County submit the attached application to Public Water Supply Section. The developer is responsible for constructing the proposed improvements and will convey the improvements to the County.

Copies of the plans were emailed to the Board and are on file in the County Manager's Office for review.

I am requesting approval to submit the plans to Public Water Supply Section.





# THOMAS ENGINEERING, PA

www.thomasengineeringpa.com  
1316-B Commerce Drive  
Post Office Box 1309  
New Bern, NC 28563

John G. Thomas, Professional Engineer

johnthomas@thomasengineeringpa.com  
P: 252.637.2727  
F: 252.636.2448  
M: 252.671.5855

Hand Delivered

February 19, 2024

To: County of Pamlico  
102 N. Fourth Street  
Bayboro, NC 28515

Attn: Jeffery Sanders  
Field Operations Manager

Re: Cutter Bay Water Line Extension  
Pamlico County

Dear Jeff,

Attached are the following items for the referenced project for your review, comments, and/or approval:

- One (1) complete set of "Project Plans".
- One (1) complete set of "Project Specifications".
- One (1) copy of "Hydraulic Analysis Report"
- One (1) completed original DWR "Application for Approval of Engineering Plans and Specifications for Water Supply Systems" for signatures.
- One (1) copy of the DWR "Water System-Supplied Information" form for you to complete.
- One (1) copy of "NCDOT Encroachment Agreement" for signature.

Let me know (call 252-671-5855) when the application and the other documents have been signed and I will have them picked up along with the completed DWR "Water System-Supplied Information" form.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

John G. Thomas, PE  
President  
johnthomas@thomasengineeringpa.com

Encls

# Application for Approval of Engineering Plans and Specifications For Water Supply Systems



(description of project)

The project is located on the east side of NC 55 south of Stonewall in Pamlico County

(general location of project)

in Pamlico County.

Date \_\_\_\_\_  
(for DEQ use only)

Serial No. \_\_\_\_\_  
(for DEO use only)

## Application for Approval of Engineering Plans and Specifications for Water Supply Systems

To: Division of Water Resources,  
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official or Representative of the Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official or Representative of the Applicant** understands and agrees to the following:

1. The **Applicant** shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

An authorized representative of the **Public Water System** (not always the same as the **Applicant**) is to complete and sign the following WSMP section.

### Status of Water System Management Plan (WSMP)

Check one of the following, and if applicable, provide the required information:

- ☐ The WSMP for the project, as defined in the attached engineering plans and specifications, has not been submitted.
- ☐ Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.
- ☒ The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously submitted.

Provide the following:

Public Water System Name: Pamlico County Water

Owner Name: Pamlico County

Water System No.: NC 04-69-025

Serial Number of Deemed Complete WSMP: 00-02085

By my signature below, I certify that the previously submitted WSMP contains the information required by 15A NCAC 18C .0307(c) for the project defined in the attached engineering plans and specifications.

Timothy A. Buck

(Type or print name of authorized representative of Public Water System)

County Manager

(Title of authorized representative of Public Water System)

(Signature of authorized representative of Public Water System)

(Date)



## Application for Approval of Engineering Plans and Specifications for Water Supply Systems

In accordance with NCGS 130A-328, the Public Water Supply Section charges a fee for plan review. **Any documents submitted for review must be accompanied by a check payable to DEQ-Public Water Supply Section before the review will begin.**

There is a \$25 fee for returned checks.

The charges for review of plans are shown below. Check one of the following.

### Distribution System fees

- |                                     |   |       |
|-------------------------------------|---|-------|
| <input checked="" type="checkbox"/> | Construction of water lines, less than 5000 linear feet   | \$300 |
| <input checked="" type="checkbox"/> | Construction of water lines, 5000 linear feet or more     | \$400 |
| <input type="checkbox"/>            | Other construction or alteration to a distribution system | \$150 |

### Ground Water System fees

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Construction of a new ground water system or adding a new well | \$400 |
| <input type="checkbox"/> | Alteration to an existing ground water system                  | \$200 |

### Surface water system fees

- |                          |   |       |
|--------------------------|---|-------|
| <input type="checkbox"/> | Construction of a new surface water intake or treatment facility  | \$500 |
| <input type="checkbox"/> | Alteration to existing surface water intake or treatment facility | \$300 |

### Other fees

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Water System Management Plan review                    | \$150 |
| <input type="checkbox"/> | Miscellaneous changes or maintenance not covered above | \$100 |

### Notes:

1. Projects for Tank Reconditioning use separate "Application for Water Tank Reconditioning Plan Approval." Tank Reconditioning is considered a miscellaneous change with regard to fee requirements.
2. The fee is not refundable if the plans are not approved.
3. Revisions to plans to address the Public Water Supply Section's or other state agency's comments do not incur an additional fee.
4. If one set of plans has multiple related items (such as a new well with construction of water lines) only one fee must be submitted for highest price item. The amounts are not cumulative, except for fees for Water System Management Plans.
5. **If the appropriate plan review fee is not received within thirty days after the receipt of plans, specifications, and reports for approval, then all plan documents will be recycled. A new set of documents must then be submitted with the appropriate fee for approval.**

This approval does not address all applicable laws, rules, standards and criteria, and other approvals and licenses that may be required by the local, state or federal government.

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application \_\_\_\_\_. Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Rebecca Sadosky, Ph.D., Chief  
Public Water Supply Section  
Division of Water Resources, NCDEQ

## Application for Approval of Engineering Plans and Specifications for Water Supply Systems

### Other Information and Checklist Page



Attached is a check for the proper plan review fee amount, in accordance with NCGS 130A-328. See note 4 on page 3.

This submittal includes one paper original with two digital (PDF) CDs of the following items, each item in separate folders:



This completed "Application for Approval of Engineering Plans and Specifications for Water Supply Systems"



The sealed plan drawings, separate file in PDF format for each drawing. Cover sheet must include drawings index;



The project-specific Engineering Report (ER) describing the scope and purpose of the project and addressing each of the items listed in 15A NCAC 18C .0307(b), including the design basis of the project. [15A NCAC 18C .0307(b) (12)];



Specifications for this project; **OR**



The project will use the following system's previously approved standard specifications for waterline extensions:

Name of System: \_\_\_\_\_

Serial Number: \_\_\_\_\_

The Serial Numbers for previously approved standard specifications can be found at the following website:

<https://deq.nc.gov/about/divisions/water-resources/water-planning/plans-specifications/water-systems-approved-standard-specifications>

One of the following:



Attached is a letter signed by an authorized representative of the Public Water System agreeing to serve the project and stating that the system has adequate supply;

**OR**



The Applicant is the Public Water System.

If the project has sought funding (for example, DWSRF loan) list the program and (if available) the application or funding number below:

Program Name	Application or Funding Number, if available

Yes No



Project will be completed with significant expenditure of state moneys, greater than ten million dollars (\$10,000,000) in accordance with G.S. 113A-9 (7a).



Project will cause substantial, permanent land-disturbing activity of an area greater than 10 acres of public lands in accordance with G.S. 113A-9 (11).



Project will be at least partially funded through the American Rescue Plan Act (ARPA).